RUTH L. JONES,	:	IN THE CIRCUIT COURT
vs	:	FOR
BARBARA ANNE JONES, an infant,	:	ANNE ARUNDEL COUNTY
JUDITH L. JONES, an infant,	:	No. 9122 EQUITY
JACQUELINE LEE JONES, an infant.	:	

: : : : : : :

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

Your Oratrix humbly complaining says:

1. That your Oratrix is seized and possessed of an undivided One Third interest in those two lots of ground lying, being and situate in the Third Election District of Anne Arundel County, in a development known as "Glen Burnie Heights", being known as Lots Nos. 1 and 2 in Section "C" as is shown and laid out on a Plat of Glen Burnie Heights recorded among the Land Records of Anne Arundel County in Plat Book G.W. Sec. 3, folio 193 (Cabinet 2, Rod D 2, Plat 193). Being the same property which William J. Jones, late husband of your Oratrix, acquired from Rosa Belle Jones, Widow, by deed dated March 11, 1932 and recorded among the aforesaid Land Records in Liber F.S.R. 101, folio 406; a certified copy of the said deed being filed herewith as Plaintiff's Exhibit No. 1, and is prayed to be taken as part and parcel of this bill as fully as though the same were set forth herein at length.

2. That William J. Jones, departed this life on February 7th, 1946, without a Last Will and Testament, leaving as his heirs at law, Ruth L. Jones, his widow, and the following three infant children,namely; Barbara Anne Jones, age 12 years, Jacqueline Lee Jones, age 11 years and Judith L. Jones, age 7 years.

3. That your Oratrix has administered on her late husband's estate in the Orphans' Court for Baltimore County, a certified copy of said administration is herewith filed as Exhibit No. 2, and is prayed to be taken as part and parcel of this bill.

4. That on September 24, 1946, your Oratrix in her own behalf and Ruth L. Jones, as mother and next friend of her three infant children aforementioned, entered into a contract of sale with John Demyan, Jr., to convey the two lots of ground mentioned in Paragraph One to him at and for the sum of Six Hundred ($600) Dollars cash on account of which said purchase price the sum of Ten ($10.00) Dollars has been paid.

5. That the said real estate in these proceedings mentioned cannot be divided without material loss or injury. Moreover, the contract of sale that hath been made for the sale of the lands mentioned in this contract, the original of which is filed herewith as Plaintiff's Exhibit No. 3 and is prayed to be taken as part and parcel of this bill, and the interest therein of the infants is for the best interest and advantage of both the infants and of your Oratrix.

To the end, therefore.

1. That the contract mentioned in these proceedings might be confirmed.

2. That a trustee may be appointed by this Honorable Court to collect the balance of the purchase price and upon payment of the same to execute to the purchaser a deed conveying all the right, title, interest and estate of the parties to this suit or of those claiming by, from or under them or either of them and to divide the money arising therefrom between the parties to this cause in accordance with their respective rights, priorities and interests.

J.H.H. No. 66 EQUITY

3. 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 the said Barbara Anne Jones, an infant, Judith L. Jones, an infant, and Jacqueline L. Jones, an infant, residing at 2932 Louisianna Avenue, Rosemont, Baltimore County, State of Maryland, commanding them, and each of them, to appear in this Honorable Court on some day certain to be named therein to answer the premises and abide by and perform such decree as may be passed therein..

And as in duty bound, etc.

Leon Boro,

Solicitor for Oratrix.

Filed Sept. 30", 1946

PLAINTIFF'S EXHIBIT NO. 1.

DEED

THIS DEED, Made this eleventh day of March, 1932, between Rosa Belle Jones,(Widow) of the City of Baltimore, State of Maryland, Party of the First Part, Grantor, and William J. Jones, of the City of Baltimore, State of Maryland, Party of the Second Part, Grantee.

WITNESSETH: That,in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, and the performance of the covenants and agreements hereinafter set out to be performed by the said party of the second part, his heirs and assigns, the said party of the first part does hereby grant and convey unto the said party of the second part, his heirs and assigns, subject to the said covenants and agreements, all those lots or parcels of ground situated in the Third Election District of Anne Arundel County in the State of Maryland, and particularly described as follows:

LOTS NOS. one (1) and two (2) in Section "C" of GLEN BURNIE HEIGHTS, as shown on the plat of said Glen Burnie Heights, which is recorded among the Land Records of Anne Arundel County in Plat Liber G. W. Section 3, Folio 193, etc., CONTAINING forty-six (46) feet fronting on Light Street Road (Crain Highway) and extending of that width in depth one hundred forty-five (145) feet as shown on said plat of Glen Burnie Heights;

BEING the same lots or parcels of ground which, by deed dated October 2nd, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 101, Folio 86, were granted and conveyed by the said Workman's Cooperative Realty Company, Inc., in fee simple to the within Grantor.

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

TO HAVE AND TO HOLD the above granted property unto and to the use of the said party of the second part, his heirs and assigns, forever, in fee simple, subject, however, to the following covenants and agreements, which are hereby entered into by the said party of the second part, his heirs and assigns, with the said party of the first part as a part of the consideration of this deed.

1. At no time shall any part of the said land be used or occupied for the manufacture, brewing, distilling or sale of spirituous or malt liquors, 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, slaughterhouse, glue, soap, candle, starch or gun-powder manufactory, or for any other offensive or dangerous purpose.

2. That the said lots or buildings thereon shall never be rented, leased or sold, transferred or conveyed to, nor shall the same be occupied exclusively by any negro or colored person or person of negro blood.

3. That no signs for advertising purposes shall be erected or placed thereon.

4. That all buildings erected thereon shall be placed and set back not less than ten feet (10!) from the street line, provided that steps, windows, porticos and other projections appurtenant thereto may be within said distance.

5. That there shall not be erected upon any portion of said premises any dwelling costing less than Two Thousand Dollars ($2000.)

6. That there shall be no violation of the usual nuisance clauses.

AND the said party of the first part, subject to the above covenants and agreements on the part of the said party of the second part, his heirs and assigns, covenants that she will warrant specially the land and premises hereby granted and conveyed, and will execute such further assurances of said land and premises as may be requisite.

AS WITNESS the hand and seal of the said Grantor the day and year first above written.

Attest: Rosa Belle Jones (SEAL)

Lillian Gamerman

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this __day of __, 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Rosa Belle Jones (Widow), the Grantor hereinbefore named, and she acknowledged the foregoing DEED to be her free act and deed. Witness my hand and notarial seal.

(Notarial Seal) Lillian Gamerman, Notary Public

My commission expires: May 1st, 1933.

Received for record 4 May, 1932, at 3 P.M., in Liber F.S.R. 101, Folio 406.

Filed Sept. 30, 1946

PLAINTIFF'S EXHIBIT NO. 2

The First and final administration account of Ruth L. Jones, administratrix of the estate of William J. Jones, deceased.

This accountant charges herself with the following:

Inventory	$203.00
Excess in sale of automobile	82.00
	$285.00

And she craves allowance for the following expenses:

Register of Wills	
Letters	5.10
Docket costs	2.50
2 Certificates	1.00
Personal Inventory	1.50
Real Inventory	1.50
Order to sell	1.00
Report of Sale	1.50
Tax on commission	2.85

J.H.H. No. 66 EQUITY

Account and copy	3.00	
Jeffersonian, Notice Creditors	5.00	
Puritan Comp. Gas Corp.	45.00	
Dr. H. W. Princkoff	50.00	
Wm. J. Tickner & Son	311.60	431.55
Estate overpaid		$146.55
Estate accounted for		$285.00

Inh. Tax on Real Estate appraised at
$150.00 at 1% ---$1.50

Ruth L. Jones, Administratrix

BALTIMORE COUNTY, SS:

On the 18th day of September 1946 came Ruth L. Jones, Administratrix of the Estate of William J. Jones, deceased, and made oath that the account is just and true as stated and that she has paid or secured the payment for which she craves an allowance.

Test: Jos. P. Connor
Register of Wills for Baltimore County

APPROVED BY THE ORPHANS' COURT OF BALTO. CO., DATE: Sept. 18, 1946

John W. Bishop
Wm G. Lynch
Carl H. Shelton
Judges.

IN TESTIMONY THAT the aforegoing is a true copy taken from Original filed and of record in the office of the Register of Wills for Baltimore County, I hereunto subscribe my name and affix my seal this 18th day of September in the year of our Lord nineteen hundred and forty-six

Test: Jos. P. Connor
(Official Seal) Register of Wills for Baltimore County

Filed Sept. 30, 1946

PLAINTIFF'S EXHIBIT NO. 3.

CONTRACT OF SALE

THIS CONTRACT OF SALE, Made this 24th day of September, 1946, between Ruth L.Jones Widow, in her own behalf, and also Ruth L. Jones, for her infant daughters Barbara Anne Jones, Judith L. Jones, and Jacqueline L. Jones, hereinafter called parties of the first part, VENDORS, and John Demyan, Jr., party of the second part, VENDEE.

WITNESSETH: That the said Vendors do hereby bargain and sell unto the said Vendee, and the latter doth hereby purchase from the former the following described real property situate and lying in Anne Arundel County, at Glen Burnie Heights, and more particularly described as follows:

Lots 1 and 2 in Section G, as shown on a Plat of Glen Burnie Heights recorded among the Land Records of Anne Arundel County in Plat Book G.W. Sec. 3, folio 193. Being also the same property described in deed recorded among the aforesaid Land Records in Liber F.S.R. 101,folio 406

At and for the sum of Six Hundred ($600.00) Dollars of which the sum of Ten

($10.00) Dollars having been paid prior to the signing hereof and the balance to be paid as follows: Five Hundred and Ninety ($590.00) Dollars in cash when this sale is ratified and approved by the Circuit Court for Anne Arundel County, Maryland. This contract being made subject to the approval and ratification 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 at the Vendee's expense by the Vendors, or trustee appointed by the Court, which shall convey the property by a good and merchantable title to the Vendee clear of all incumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, assessmenets, shall be adjusted to date of transfer. Federal and State stamps shall be borne equally.

Witness the hands and seals of the parties hereto.

Witness:

Mrs. Pete Karopchinsky	Ruth L. Jones	(Seal)
Mrs. Pete Karopchinsky	Ruth L. Jones	(Seal)
Witness:	Ruth L.Jones,for her infant children Barbara Anne Jones,Judith L.Jones,Jacqueline L. Jones.	
Mrs. Pete Karopchinsky	John Demyan, Jr.,	(SEAL)

Filed September 30, 1946

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The Petition of Ruth L. Jones respectfully shows:

1. That she is the mother and guardian of her three infant children, Barbara Anne Jones, Judith L. Jones and Jacqueline L. Jones, the defendants in this cause, and that they being infants cannot answer nor defend this suit even though they have been duly returned summoned.

Wherefore, your Petitioner prays:

1. That an order may be passed by this Honorable Court appointing a guardian ad litem to appear and answer for said infant.

And as in duty bound, etc.,

Leon Boro, Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby certify that on this 7 day of October, 1946, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Ruth L. Jones and she made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of her knowledge and belief,

WITNESS my hand and Notarial Seal.

(Notarial Seal) Mabel M. Stevenson, Notary Public.

ORDER OF COURT.

UPON the aforegoing petition and affidavit, it is this 7" day of October,1946,by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREES that Richard E. Lankford be and he is hereby appointed guardian ad litem for the infant defendants,Barbara Anne Jones, Judith L. Jones and Jacqueline L. Jones,

William J. McWilliams,

Filed 7 October, 1946. Judge.

J.H.H. No. 66 EQUITY

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The answers of Barbara Anne Jones, Judith L. Jones and Jacqueline L. Jones, infants, by Richard E. Lankford, their guardian ad litem, duly appointed by order of this Honorable Court to answer the Bill of Complaint of Ruth L. Jones, against them in this Honorable Court exhibited against them, respectfully shows:

That the Defendants being infants cannot admit nor deny any of the matters or facts set forth in the Bill of Complaint and therefore they submit their rights thereunder to the protection of this Honorable Court.

And as in duty bound, etc.,

Richard E. Lankford, Guardian Ad Litem

Filed 8 October, 1946

PETITION TO TAKE TESTIMONY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ruth L. Jones, respectfully shows:

1. That the infants Barbara Anne Jones, Judith L. Jones and Jacqueline L. Jones, defendants to this cause, have been duly returned summoned and their answers have been filed by their guardian ad litem.

Wherefore, your Petitioner prays:

1. That leave may be granted to her to take testimony before any one of the standing examiners of this Court to substantiate the allegations of the bill of complaint.

Leon Boro, Solicitor for Plaintiffs.

Filed October 8, 1946

ORDER OF COURT

UPON the aforegoing petition, it is this 17 day of October, 1946, by the Circuit Court for Anne Arundel County, ORDERED, that leave be and the same is hereby granted to the parties to this cause to take whatever testimony they may desire before any one of the standing examiners of this Court.

William J. McWilliams, Judge.

Filed 17 October, 1946

PETITION FOR APPOINTMENT OF SPECIAL COURT STENOGRAPHER.

To the Honorable, the Judge of said Court:

The petition of Leon Boro respectfully shows:

1. That on the 17th day of October, 1946, an order was signed by this Honorable Court granting the parties the right to take testimony before any one of the standing examiners of this Court and Friday, November 15th, was the time set for the taking of the same.

2. That Mrs. Strahorn, the Court Stenographer, was busily engaged in Court work and was unable to act as stenographer.

Wherefore your Petitioner prays:

1. That a special court stenographer may be appointed for the sole purpose of taking down and transcribing the testimony to be given in this case.

And as in duty bound, etc.,

Leon Boro

Solicitor for Plaintiff and Petitioner.

Filed 22 November, 1946

ORDER OF COURT

Upon the aforegoing petition in is this 25" day of November, 1946, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and DECREED that Mary M. Hoff be, and she is hereby appointed special court stenographer for the sole purpose of taking down and transcribing the testimony given in this case but before she shall proceed to act she shall make oath before the Clerk of this Court that she will well and truly transcribe the testimony with out fear, favor or prejudice.

William J. McWilliams, Judge.

Filed 25" November, 1946

TESTIMONY

Testimony On Behalf of Plaintiff.

Present:

Mr. Leon Boro, Solicitor for Plaintiff

Richard Lankford, Guardian ad litem

Mr. John S. Strahorn, Examiner

Mary M. Hoff, Special Court Stenographer, Order of Court dated November 25, 1946

Witnesses:

Ruth L. Jones,. . . . . 2 to 4

Louis J. DeAlba, ...4 to 5

Ruth L. Jones, the Plaintiff, being first duly sworn, deposes and says:-

(Boro)

1. You are the Plaintiff, Mrs. Ruth L. Jones, widow?

A. Yes.

2. You have brought a friendly suit against your daughters Barbara Anne Jones, Judith L. Jones and Jacqueline Lee Jones?

A. Yes.

3. Where do you live?

A. 2932 Louisanna Ave., Rosemont, Baltimore 27, Maryland.

4. All of your daughters are under age?

A. Yes.

5. Are they all in your custody?

A. Yes.

6. Do you own any real estate in Anne Arundel County?

A. Yes

7. I show you a deed which is filed as Exhibit No. 1, is this the deed by which your husband got this property from Rosa Belle Jones, widow, on the 11th day of March, 1932?

A. Yes, it is.

8. He was the grantee in this deed?

A. Yes.

9. By that deed he received Lots Nos. 1 and 2 of Section "C" of Glen Burnie Heights, containing a 46 foot frontage and 145 foot depth, is that correct?

A. Yes it is.

10. And that is the deed that is recorded in Liber F.S.R. No. 101, folio 406?

A. Yes.

Deed filed as Examiner's Exhibit No. A

11. When did your husband die?

A. February 7th, 1946.

12. I show you an account, is this the copy of the account for his estate filed in the Orphans' Court for Baltimore County?

A. Yes that is it.

Copy of account filed as Examiner's Exhibit "B"

13. Have you and your three daughters sold this property to someone recently?

A. Yes.

14. Is this the contract of sale dated September 24th, 1946?

A. Yes.

Contract filed as Examiner's Exhibit No. "C"

15. To whom did you sell this property?

A. John Demyan.

16. At and for the sum of Six Hundred Dollars?

A. That is correct.

17. Do you regard that as a fair price for the property?

A. I do.

18. Do you feel it is for the benefit of your daughters to sell this property?

A. I do.

19. Explain why it is?

A. I need a new furnace installed and could only get the same by selling the property. My daughters reside with me.

20. Are these lots that you are selling to Mr. Demyan improved or vacant lots?

A. They are vacant lots, no improvements.

21. Has Mr. Demyan given you a down payment on these lots?

A. Yes he has.

22. You said that it would be for the best interest of your infant daughters to sell this property and have the sale ratified and confirmed by the Court, is that correct?

A. Yes it would be for the best interest of my daughters to sell.

Bo cross examination by Mr. Lankford.

To the general question under the rule, the witness answered:

A. I don't think so.

Ruth L. Jones

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

(Boro)

1. Mr. DeAlba what is your occupation?

A. At the present time I confine all my time to "GI" appraisals for the Veterans' Administration and appraisals in general.

2. Where do you reside?

A. No. 8 Crain Highway, Glen Burnie 7, Maryland.

3. For how many years have you been appraising property and handling general real estate work?

A. Twenty-five years or more.

4. Are you familiar with these two lots in question in these proceedings?

A. Yes.

5. You have inspected them?

A. Yes.

6. Do you feel that Six Hundred Dollars is fair?

A. I do think it is a fair price on the present market.

7. Is that our valuation of those lots?

A. I would say they were worth Six Hundred Dollars.

8. Do you think it is for the best interest and advantage of Mrs. Jones' children to have these lots sold?

A. I would say so from what she has said because she is the best judge.

9. Are you familiar with the present value of real estate in the same location?

A. I devote all of my time to that work and know the real estate.

10. And you think that is a fair price?

A. I certainly do.

No cross examination by Mr. Lankford.

To the general question under the rule, the witness answered:

A. That is all.

L. J. DeAlba.

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

Witness my hand and seal this 26 day of November, 1946.

Jno. S. Strahorn (SEAL)

Examiner.

Filed 26" November , 1946

D E C R E E

This cause standing ready for hearing and being submitted and it appearing to the Court that the infants named as Defendants are the holders of a two third undivided interest in Lot 1 and 2 Section C, Glen Burnie Heights, as is shown on the plat hereinafter mentioned, and it further appearing to the Court that the said Ruth L. Jones entered into a contract in her own behalf and Ruth L. Jones as mother and next friend of Barbara Anne Jones, Judith L. Jones and Jacqueline Lee Jones, her infant daughters, to sell real estate known and designated as Lot Nos. 1 and 2 in Section C as shown on the Plat of Glen Burnie Heights recorded among the Land Records of Anne Arundel County in Plat Book G. W. Section 3, folio 193 (Plat Cabinet 2, Rod D-2, Plat 193); to John Demyan, Jr., at and for the sum of Six Hundred ($600.00) Dollars and it appearing to the Court that the said sale is for the best interest and advantage of the aforesaid infants Barbara Anne Jones, Judith L.Jones, and Jacqueline Lee Jones, and that the said contract filed in these proceedings be ratified.

It is thereupon this 30 day of November, 1946, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the real estate mentioned and described in these proceedings be sold.

AND it is further ADJUDGED, ORDERED AND DECREED by the authority aforesaid that the contract of sale dated 24th day of September 1946, between Ruth L. Jones, Widow, et al

TO John Demyan, Jr., be and the same is hereby ratified and confirmed.

AND it is further ADJUDGED, ORDERED AND DECREED by the authority aforesaid that Ruth L. Jones be and is hereby appointed trustee to collect the balance of Five Hundred and Ninety ($590.00) Dollars due on account of said contract of sale and upon the payment of the same to her in cash and not before, she shall then execute to the purchaser John Demyan, Jr., his heirs and assigns in fee simple, the deed conveying unto him all of the right, title, interest and estate of the parties to this suit, both at law and in equity, in and to all those lots of ground lying, being and situate in the Third Election District of Anne Arundel County, in the development known as "Glen Burnie Heights" and more specifically described in the contract of sale as Lot Nos. 1 and 2 in Section C as shown on the Plat of Glen Burnie Heights recorded among the Land Records of Anne Arundel County in Plat Book G. W . Sec. 3, folio 193 (Plat Cabinet 2, Rod D-2, Plat 193), but before the said Ruth L. Jones shall proceed to act, she shall first file with this Court or the Clerk thereof, a bond in the penal sum of One Thousand ($1,000.00) Dollars, conditioned for the faithful performance of the trust reposed in her by this decree or to be reposed in her by any future decree or order in the premises and upon receipt of the said Six Hundred ($600.00) Dollars, being the proceeds arising from the sale, she shall bring the same into Court to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said Trustee as this Court may deem proper to allow in consideration of the skill, attention and fidelity wherewith she shall appear to have discharged her trust.

William J. McWilliams,

Judge.

Filed 30 November, 1946

EAGLE INDEMNITY COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, Ruth L. Jones, 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 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 3rd day of December, Nineteen Hundred and 46.

WHEREAS, by virtue of a power of sale contained in a decree of the Circuit Court of Anne Arundel County bearing date on or about the 30th day of November, 1946, and passed in said Court pending entitled Ruth L. Jones vs Judith L. Jones, et al, Equity No. 9122, the said Ruth L. Jones, Trustee, is authorized and empowered to make sale of make sale of the property described in said proceeding, the said Ruth L. Jones, Trustee, is about to execute said power and make sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Ruth L. Jones, 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.

RUTH L. JONES , TRUSTEE (SEAL)

(Corporate Seal) EAGLE INDEMNITY COMPANY,

By: Benjamin Michaelson, Attorney-in-Fact.

Approved this 4" day of December, 1946.

John H. Hopkins, 3rd, Clerk.

Filed December 4, 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. January 7, 1947.

All of which is respectfully submitted.

Laura L. Jickling,

Auditor.

Dr. Ruth L.Jones vs Barbara Anne Jones, et al, Infants,		in ac.
To Trustee for Commissions, viz:		39.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	9.50	
Gilbert G. Miller - Sheriff's costs	3.60	
Auditor - stating this account	9.00	
		32.10
To Trustee for Expenses, viz:		
Capital-Gazette Press - Order Nisi (acct.)	5.00	
Eagle Indemnity Co. - bond premium	10.00	
Richard E. Lankford - guardian ad litem	4.00	
John S. Strahorn - examiner	8.00	
Mary M. Hoff - stenographer's fee	4.00	
		31.00
Balance for distribution to the heirs of		
William J. Jones - $497.90		
DISTRIBUTED AS FOLLOWS:		
To Ruth L. Jones, Widow,-one-third	165.97	
To Barbara Anne Jones, Daughter,-two-ninths	110.64	
To Jacqueline Lee Jones, Daughter- " "	110.64	
To Judith L. Jones, Daughter " "	110.65	
		497.90
		600.00

with Ruth L. Jones, Trustee Cr.

1946		
Sept. 24	Proceeds of Sale (Contract)	600.00
		600.00

J.H.H. No. 66 EQUITY

ORDER NISI

ORDERED This 18th 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 17th 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 17th day of Feb. next.

John H. Hopkins, 3rd, Clerk.

Filed 18" JANUARY, 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 20, 1947

We hereby certify, that the annexed Order Nisi - Barbara Anne Jones was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of February, 1947. The first insertion being made the 23rd day of January, 1947.

The Capital-Gazette Press, Inc.,

No. MG. 7741 By Mae Carlson

Filed March 3, 1947.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 4" 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 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 4 March, 1947

WALTER S. CALWELL,	:	No. 9640 (IN EQUITY)
Assignee,	:	IN THE CIRCUIT COURT
vs	:	FOR
WILLIAM S. COLSON.	:	ANNE ARUNDEL COUNTY

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

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'"-

1. Original Mortgage from the said William C. Colson to Washington Irving Trust Company, dated July 8th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 418 folio 313, with Short Assignments at the foot thereof, the last one dated December 30th, 1948.

Walter S. Calwell- Assignee

James J. Lee

Solicitor for Plaintiff.

Filed February 17", 1949

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 8th day of July, A. D. 1947, by and between WILLIAM S. COLSON, OF Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and Washington Irving Trust Company, a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee,

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money being part of the purchase money for the property hereinafter described, in the principal sum of SIXTY-TWO HUNDRED Dollars ($6200.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown, Westchester County, N.Y.,or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY-TWO and 74/100 Dollars ($32.74), commencing on the first day of September, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1972. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity; PROVIDEE, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

BEING known and designated as Lot No. 54 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3-Rod E-4 Plat No. 10. The improvements whereon are known as 5130 Brookwood Road (formerly 330 Brookwood Road.)

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Wood Homes, Inc., unto said Mortgagor herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, plumbing accessories, laundry tray, Kitchen Cabinets (2) 2 kitchen ranges, light fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagor, fixtures and permanent additions to

the realty and intended to be included as part of the security for this mortgage.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of SEVENTY-EIGHT ($78.00) Dollars payable half-yearly on the 1st days of February and August.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

AND THE Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee, shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held

by Mortgagee in trust to pay said ground rents, premiums, taxes abd special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insueance with the Federal Housing Commissioner.

(11) ground rent, if any, taxes, special assessmsnet,fire and other hazard insurance premiums.

(111) interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge"" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceeding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not been obligated to pay to the Federal Housing Commissioner , and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of the principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental of municipal charges, fines, , or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured,shall bear interest at the rate of four per cent (4%) per annum and shall be secured by this mortgage.

4. And he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss

by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured, shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S. Calwell or Joseph J.Callahan, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper printed in Anne

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators 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:

J. Hodge Smith. William S. Colson (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 8th day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared WILLIAM S. COLSON the above named Mortgagors, and he acknowledged the foregoing Mortgage to be his act.

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

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

(Notarial Seal) J. Hodge Smith, Notary Public.

Recorded - 16th July, 1947, at 1 P.M. (J.H.H. No. 418, Folio 313.)

SHORT ASSIGNMENT .

FOR VALUE RECEIVED, the Washington Irving Trust Company hereby assigns the foregoing mortgage and the debt thereby secured without recourse, representation or warranty to The County Trust Company, this 30th day of July, 1947.

AS WITNESS, the signature of the said body corporate by the hand of Charles H. Robinson, its Vice-President, and its corporate seal hereto affixed.

ATTEST: WASHINGTON IRVING TRUST COMPANY

Mary T. Lynch, Asst. Secretary. By Chas. H. Robinson,

(Corporate Seal) Vice President.

Recorded 8 January,1949 at 9 A.M., in Liber J.H.H. No. 418,folio 316.

SHORT ASSIGNMENT.

This rider is attached to and is a part ofa certain mortgage made by William S. Colson to Washington Irving Trust Company dated July 8th, 1947, and recorded July 16th, 1947, in Liber ___, 418, Page 313.

For value received, The County Trust Company hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

Attest: THE COUNTY TRUST COMPANY

Mary T. Lynch, By Chas. H. Robinson, Vice President.

Asst. Secretary. (Corporate Seal)

The signature of Charles H. Robinson, Vice-President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 30th day of December, 1948.

Recorded 8 Jan. 1949 at 9 A.M., in Liber J.H.H. No. 418, folio 316;

Filed February 17", 1949

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from said William S. Colson to Washington Irving Trust Company dated the 8th day of July 1947 , and recorded among the Land Records of Anne _____ County in Liber J.H.H. No. 418, Folio 313..

Amount of loan	$6200.00
Less - amount paid on principal	110.12
	6089.88
Plus-interest from 6/1/1948 to 3/29/1949	202.33
	6292.21
Plus - overdraft in expense account	56.83
	$ 6349.04

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 24th day of March in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Joseph J. Callahan, Agent for The County Trust Company Mortgagee in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

Clara M. Link, Notary Public

(Notarial Seal)

Filed March 26, 1949

NEW AMSTERDAM CASUALTY BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell, Assignee, of 19 N.Fayette Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, orgainzed and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND FIVE HUNDRED AND 00/100 ($6,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors,and Administrators, jointly and severally, firmly by these presents.

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

WHEREAS, the above bounden Walter S. Calwell, Assignee, by virtue of the power contained in a Mortgage from William S. Colson, to Washington Irving Trust Company, bearing date the 8th day of July, nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 418, Folio 313, and which mortgage was assigned to the said Walter S. Calwell, 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.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden Walter S. Calwell, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Link

WALTER S. CALWELL ' Assignee (SEAL)

Attest:

(CORPORATE SEAL)

NEW AMSTERDAM CASUALTY COMPANY

M. R. Gosweiler

BY G. Lee Burgess,

Assistant Secretary

Vice President

Filed, Approved & Recorded this 26" day of March, 1949.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

Docket 13,folio 330 Equity No. 9640.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 30th day of March, 1949, before me, the subscriber, a Notary Public in and for the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell and made oath in due form of law that the Defendant, William S. Colson against whom foreclosure proceedings were instituted is not in the Military Service of the United Statesm orof any Nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein; and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell,- Affiant. Clara M. Link, Notary Public

(Notarial Seal)

Filed April 8", 1949.

J.H.H. No. 66 Equity

MORTGAGE SALE.

CALLAHAN, CALWELL AND PENNIMAN
19 E. Fayette Street,Baltimore 2,Maryland.

MORTGAGE SALE OF VALUABLE LEASEHOLD PROPERTY

No. 5130 Brookwood Road, Brookwood near Brooklyn, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from William S. Colson to Washington Irving Trust Company, dated July 8th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 418,folio 313 with Short Assignments at the foot thereof, the last one dated December 30th,1948 (default having occurred thereunder) the undersigned, the Assignee, will sell at Public Auction on the premises on TUESDAY, MARCH 29TH, 1949, at 3 P.M.,

All that lot of ground situate and lying in Anne Arundel County and described as follows:

Being known and designated as Lot No. 54, as laid down and shown on Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat No. 10, improved by No. 5130 Brookwood Road.

Subject to the payment of the annual ground rent of $78.00.

The improvements consist of a two story brick, two family dwelling, containing 6 rooms and 2 baths, with full basement, all modern facilities.

TERMS OF SALE- A cash deposit of $300.00 will be required of the purchaser at time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments to be adjusted to date of sale.

E. T. Newell & Co., Inc., Walter S. Calwell, Assignee.

Auctioneers. m-24

Filed April 8", 1949

ORDER NISI

ORDERED, this 8" day of April, 1949, That the sale of the property mentioned in these proceedings made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, UNLESS CAUSE TO THE CONTRARY THEREOF BE SHOWN ON OR BEFORE THE 9" day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of threessuccessive weeks before the 9" day of May next. The report states that the amount of sales to be $5500.00.

John H. Hopkins, 3rd, Clerk.

Filed 26 July, 1949

Certificate of Publication

Annapolis, Md. May 11, 1949

We hereby certify, that the annexed Order Nisi- Eq.,#9640- Sale -William S.Colson 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 May, 1949. The first insertion being made the 14th day of April, 1949.

THE CAPITAL GAZETTE PRESS, INC.

No. MG 4053 BY R. L. Brown

Filed May 12, 1949

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Colwell, Assignee of Mortgage, dated July 8th,1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 418 folio 313 from said Willaim S. Colton to Washington Irving Trust Company and duly assigned to The County Trust Company, which Mortgage is filed in said cause pending, respectfully shows:-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 29th day of March, 1949, at three P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 54 as laid down and shown on Plat of Brookwood, recorded among the Land Records of Anne Arundel County,in Cabinet No. 3,Rod E-4 Plat No.10, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale copy of which is attached hereto; the improvements on said lot of ground being known as No. 5130 Brookwood Road. Subject to the payment of the annual ground rent of $78.00.

BY TERMS OF SALE, a cash deposit of Three Hundred ($300.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The said leasehold property was sold to The County Trust Company, at and for the sum of Fifty-five Hundred ($5500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell- Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 30th day of March, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Clara M. Link- Notary Public.

Filed April 8, 1949

FINAL ORDER

ORDERED BY THE COURT, This 5th day of July, 1949 that the sale made and reported by the Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

Filed July 5, 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. July 23, 1949

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell, Assignee, vs William S. Colson		in ac.
To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	195.00	245.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press-advertising sale	28.00	
Capital-Gazette Press - order nisi (sale)	5.00	
Capital-Gazette Press - order nisi (acct.)	5.00	
The Sun - advertising sale	8.10	
New Amsterdam Casualty Co.-bond premium	26.00	
E. T. Newell & Co.,Inc.,-auctioneer's fee	25.00	
One-half Federal Revenue stamps	3.02	
One-half State revenue stamps	3.03	
Clara M. Link - notary fees	1.20	104.35
To Assignee for Taxes, viz:		
1949 State and County taxes ($97.62 adjusted to 3/29/49)	23.53	23.53
To Assignee for Liens, viz:		
Water and sewer benefit charges ($8.40-adjusted to 3/29/49	2.02	
Ground rent-adjusted to 3/29/49	12.76	14.78
To The County Trust Co. Assignee of mortgage filed in these proceedings this balance on account mortgage claim	5,074.59	5,074.59
		5,500.00

Amount of mortgage claim filed	6,349.04	
Cr. Amount allowed as above	5,074.59	
Balance subject to decree in personam	1,274.45	
with Walter S. Calwell, Assignee		CR.
1949.		
Mar. 29. Proceeds of Sale	5,500.00	5,500.00
		5,500.00

Filed 26" July, 1949

ORDER NISI

ORDERED, This 26" day of July, 1949, 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 27" 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 27" day of August next.

John H. Hopkins, 3rd, Clerk.

Filed 26 July, 1949

CERTIFICATE OF PUPLICATION

Annapolis, Md. August 30, 1949

We hereby certify, that the annexed ORDER NISI- EQ.# 9640-Auditor's Account-WILLIAM S. COLSON 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 August, 1949. The first insertion being made the 28th day of July, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

Filed 31 August, 1949

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 31st day of August, 1949, 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.

Benjamin Michaelson, A. J.

Filed 31 August, 1949

VIRGINIA AVERY, aunt and next	:	No. 9631 Equity
of friend of	:	In the
JOSEPH HENRY HOLLAND,JR.,an infant,	:	Circuit Court
91 Radnor Road, Norfolk,Virginia	:	
vs	:	for
JOSEPH HENRY HOLLAND, JR.,	:	Anne Arundel County.
91 Radnor Road,Norfolk, Virginia.	:	

: : : : :

PETITION.

To the Honorable, the Judge of said Court:

The petition of Virginia Avery, aunt and next of friend of Joseph Henry Holland, Jr., an infant, respectfully shows:

1.

By decree of this Honorable Court dated the fourth day of February, 1949, and passed in a cause therein pending wherein your Petitioner as aunt and next of friend of Joseph Henry Holland, Jr., was plaintiff, and Joseph Henry Holland,Sr., and George B. Woelfel,were defendants, the same being No. 9545 Equity in the Circuit Court for Anne Arundel County, this Honorable Court decreed the real estate in the said proceedings mentioned to be the sole property of Joseph Henry Holland, Jr., subject to the payment of one thousand dollars to George B. Woelfel as will more fully appear by reference to a certified copy of said decree filed herewith as Petitioner's Exhibit No. 1 and is prayed to be taken as part and

parcel of this petition as fully as though the same were incorporated herein at length.

2. That ever since the 20th day of November, 1947, the home and two lots have laid idle, all of the furniture has been removed by parties unknown and pratically all the fixtures have been removed from the house and that the said house will shortly deteriorate unless it is occupied and the Defendant, being an infant residing with your Petitioner in Virginia, will not occupy the same for a number of years and unless said real estate is sold while the same is in a salable condition it will fully rot and be no good to anyone, therefore, it is for the material advantage and benefit of the said infant that the said property be sold.

3. That your Petitioner as aunt and next of friend of Joseph Henry Holland, Jr., has entered into a contract of sale to sell the said land and house appurtenant thereto to one Audley Slater and Florence Slater, his wife, at and for the sum of Forty-seven Hundred Fifty ($4750) Dollars on account of which said sum said vendees have paid Two Hundred Fifty ($250.) Dollars, subject to the confirmation of this Court of the said contract as will more fully appear by reference to a copy of the same filed herewith as Petitioner's Exhibit No. 2.

To the end, therefore:

1. That the real estate of the said infant be sold.

2. That the contract of sale executed by Virginia Avery, on behalf of Joseph Henry Holland, Jr., an infant, be finally ratified and confirmed and that a Trustee be appointed to execute a deed to the purchasers.

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

And as in duty bound, etc.

John Demyan, Jr.,
Solicitor for Petitioner.

Filed 4 February, 1949

Exhibit 1; D E C R E E.

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that it would be for the material advantage of the infant that the property mentioned in these proceedings be declared to be his own and that the same could be accomplished by the payment of one thousand dollars to George B. Woelfel in accordance with his answer as satisfaction in full of his five thousand dollar mortgage and in accordance with the answer of Joseph Henry Holland, Sr., and his deed given in pursuance thereof.

It is thereupon this 4th day of February, 1949, by the Circuit Court for Anne Arundel County, ADJUDGE, ORDERED and DECREED that the property mentioned in this bill of complaint, to wit: Lots 7 and 8 in Block 5 as shown on a plat of the United Realty and Improvement Company, subdivision known as "ACADEMY", said deed being dated the 8th day of November, 1945, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 343, folio 353, be and the same is hereby declared to be the sold property of Joseph Henry Holland, Jr., an infant, subject to a lien of one thousand dollars in favor of George B. Woelfel to be hereinafter paid and further that letters of administration be taken out on the estate of Mary Estelle Holland.

And it is further ORDERED that a portion of the bill praying for the

ratification of the contract be dismissed with leave to Virginia Avery as aunt and next of friend of Joseph Henry Holland, Jr., to file a petition against him for the said sale of the infant's property in accordance with Art. 16 titled "Sale of infant's property" and leave is further granted to Virginia Avery to withdraw the agreement of sale together with the testimony and exhibits filed in this cause and use them in the new proceedings.

And it is further ORDERED that the Plaintiff pay the costs.

Benjamin Michaelson, Judge.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause 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 ___ day of February, 1949.

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

Filed 4" February, 1949

EXHIBIT 2 - CONTRACT OF SALE.

THIS AGREEMENT, Made this 2nd day of August nineteen hundred and forty eight between Joseph Henry Holland, Jr., an infant, of the first part, and Audley A. Slater and Florence E. Slater, his wife, of the second part.

WITNESSETH, That the said party 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 a development known as "Academy" in the 4th Election District of Anne Arundel County, being Lots Nos. 7 and 8 in Block No. 5, thereof. At and for the price of Forty-Seven Hundred Fifty Dollars, of which Two Hundred Fifty Dollars having been paid prior to the signing hereof and the balance to be paid as follows: Upon the confirmation of the 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 clear of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to day of transfer.

Test:

Joseph Henry Holland, Jr., (SEAL)

By Virginia Avery (SEAL)

Aunt & Next of friend.

Audley A. Slater (SEAL)

Florence E. Slater (SEAL)

Charles F. Lee
Real Estate & Insurance
Lee Building, Annapolis, Md.

Filed Oct. 13,1948 & Refiled in No. 9631 Equity as Exhibit No. 2.

TESTIMONY ON BEHALF OF PETITIONERS.

PRESENT:

Mr. John Demyan, Solicitor for Plaintiff, waives attendance.

Mr. George B. Woelfel, Solicitor for Defendants.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Mr. Fred Schoen,- - - - - - - - - - 2 to 3

George B. Woelfel,- - - - - - - - -4 to 7

Mr. Clerk: Please file. Jno. S. Strahorn, Examiner.

COSTS---------JDS-------$5.00
JSS-------$4.00

Fred Schoen, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and address?

A. Fred Schoen, Hotel Maryland, Annapolis, Md.

2. What is your occupation?

A. I been dabbling in real estate for a good many years?

3. Are you familiar with real estate values in Anne Arundel County?

A. Yes I am.

4. Have you made an examination of the property known as Lots Nos. 7 and 8 in Block 5 as shown on the Plat of United Realty and Improvement Co. Subdivision known as Academy, located in the 4th Election District of Anne Arundel County?

A. Yes I am,you mean the property of Hollands located at Academy Junction?

5. I mean the property which was procured by Joseph H. Holland, Senior and Estelle Holland, his wife, by deed dated the 8th day of November, 1945 and recorded among the Land Records of Anne Arundel County in Liber JHH 343,folio 353, a certified copy of which was filed heretofore as Exhibit No. 2 and now refiled as Exam. Exhs. A, is this the deed to the property to which we are referring?

A. Yes it is.

6. What is the size of the lot?

A. Approximately 50 ft. front and 130 feet deep.

7. What improvements are on this piece of land, if any?

A. There is a semi-bungalow with three rooms, kitchen and bath on the first floor, and attic is also finished petitioned off into two bedrooms, with a cellar under part of the house. The condition of the house is awful bad, it showed plainly that some one had broken in the house and stole everything out that could be taken away.

8. What is the condition of the rest of the house?

A. The condition of the bungalow is very bad. In the first place it is cheaply built, and nobody having lived in the house for so long a time, and people breaking in, it is in bad condition, the floor of the porch is rotten, and the house is not occupied and has not been for more than a year.

9. What other improvements are on the property?

A. There is a shed in the front, at the entrance, used as a garage and chicken coop, they are all the improvements.

10. The Plaintiff has an offer of $4750 for the lot and improvements, do you think that is a fair, marketable price for this property?

A. Yes, yes.

11. Do you think it would be for the material advantage of the infant child that the property be sold?

A. Yes.

12. Why do you make that statement?

A. Because the child is about four or five years old and lives away from here, I think it would be to the great advantage for the property to be sold and use the money for the child for its education, etc.

No Cross Examination.

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

A. No.

Fred Schoen.

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

1. State your name and address?

A. George B. Woelfel, 9 School st.,Annapolis, Md.

2. Do you know the parties to this suit?

A. Yes, I am familiar with them all. Virginia Avery is the sister of Joseph Henry Holland, Sr., now serving time in the Maryland Penitentiary, who lives in Norfolk, Virginia, and who has the custody of the infant and only child born as a result of the marriage between Joseph Henry Holland, Sr., and Estelle Holland, his deceased wife.

3. Give the ages of the parties, if you know?

A. Virginia Avery I would say is approximately 42 years of age, the child Joseph Henry Holland, Jr., is approximately four or five years of age, and the child Joseph Henry Holland Jr., lives with his Aunt, Virginia Avery in Norfolk, Virginia. Joseph Henry Holland,Sr., was my client who was convicted of manslaughter in the Circuit Court for Anne Arundel County on the 19th of November, 1947, and on the 20th of November, 1947 was sentenced to ten years in The Maryland Penitentiary, a copy of the Docket entries was filed as Exhibit No. 3 herewith and is now filed as Examiner's Exhibit No. 5. I would say that Joseph Henry Holland,Sr. is approximately 48 years of age, of course I, myself, will be 49 years old on January 5th, next.

4. You are a holder of the $5,000 mortgage dated September 17th,1947 recorded in Liber JHH 454 folio 293 on February 5th, 1948, and filed herein on October 13th as Exhibit No. 4 with the Bill of Complaint, now filed as Examiner's Exhibit C.

A. Yes.

5. In your Answer you state you would be willing to take $1,000 for your $5,000 mortgage and execute a complete release for the same, is that correct?

A. Yes, I will take $1,000 for my mortgage and sign the release for the same.

6. You are also counsel for Joseph H. Holland, Sr.,?

A. I am,

7. And you filed his Answer wherein you state that he has executed a deed which is in your posession conveying the real estate in this proceeding mentioned to his son, Joseph H. Holland, Jr., being all his interest in said property, provided the infant son would pay you $1,000. on account of the mortgage out of the proceeds of sale?

A. Yes.

8. Do you have this deed?

A. Yes, I have the same in my office and am ready to put it on record and will put it on record as soon as I am paid the sum of $1,000 as so agreed thereby clearing up the title in the infant as set out in the 10th paragraph of the father's answer as signed by him and by me as his solicitor.

9. Are you familiar with this property?

A. Yes, I have been on the property several times.

10. What improvements are found on this property?

A. I find the real estate is improved by a story and a half frame house which has three or four rooms down stairs with bath and kitchen upstairs. The attic has been refinished so as to present two fairly decent bedrooms, there is no ventilation in the attic. The cellar runs under part of the house and is not finished; by that I mean it has dirt floor and dirt side walls, there is no furnace or heating plant, apparently there was a water line but the pump which pumped the water from the well to the container has been broken or taken away. Then, in the rear of the back steps there is a chicken coop which is a small, one room affair but which amply provides enough space for the ordinary family to have one yeard of chicken, and in the rear of the chicken coop there is a shed which is open and been used as a garage.

11. What is the condition of the dwelling?

A. The house was originally built out of the cheapest material you could apparently buy, as a matter of fact some parts appear to have been built out of dry goods boxes, remembering that Holland himself was a carpenter, I believe whatever scraps of lumber he found he used to erect the house. The property has now been dile for more than a year with the result that the screen doors and all screening broken and torn, the house has been stripped of most everything moveable except the bath tub, the sink and commode have been taken out bu vandals, and the porch floor is rotted in one place so it is very apt to break through. The house and land, in my judgment, has a value of about $4000. The garage, as I said before, is merely a shed and the chicken coop speaks for itself and has little value. The lot is situated about twelve feet below the level of the road, which, in my judgment depreciates the value of the lot because water would naturally sink down there;nevertheless, some people might like it because it affords a certain amount of privacy from the road.

12. Do you believe that $4750 is a fair price for the property?

A. In my judgment it is.

13. Do you believe it is for the material advantage of the infant that the property be sold, assuming he is the sole owner?

A. I must say "yes" to that because the Grandparents of the child on the mother's side, have abandoned the property. The Aunt and child living in Norfolk have apparently abandoned the property. The husband and father Joseph H. Holland,Sr., being in the Penitentiary has pratically abandoned the property, and they have left me holding the outstanding mortgage with no interest being paid, no taxes being paid and no one living in the property, the property being idle for more than a year has depreciated marerially since the first time I knew the property around the time of the death of the mother.

No Cross Examination.

To the general question under the rule the witness says:

A. No.

George B. Woelfel

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 Plaintiff's Solicitor, is returned to the Court.

WITNESS my hand and seal this 4th day of February, 1949.

Jno.S. Strahorn, (Seal) Examiner.

Filed Feb'y. 4",1949, Re-filed March 19", 1949, in No. 9631 Equity.

ORDER OF PUBLICATION (No. 9631 Equity)

The object of this petition is that the real estate of Joseph Henry Holland, Jr., be sold. That the contract of sale executed by Virginia Avery on behalf of Joseph Henry Holland Jr., an infant, be finally ratified and confirmed and that a trustee be appointed to execute a deed to the purchasers and for such other and further relief as the case may require.

The Bill recites:

By decree of this Honorable Court dated the ___ day of February, 1949, and passed in a cause therein pending wherein your Petitioner as aunt and next of friend of Joseph Henry Holland, Jr., was plaintiff, and Joseph Henry Holland, Sr., and George B. Woelfel, were defendants, the same being No. 9545 Equity in the Circuit Court for Anne Arundel County, this Honorable Court decreed the real estate in the said proceedings mentioned to be the sole property of Joseph Henry Holland, Jr., subject to the payment of one thousand dollars to George B. Woelfel as will more fully appear by reference to a certified copy of said decree filed herewith as Petitioner's Exhibit No. 1 and is prayed to be taken as part and parcel of this partition as fully as though the same were incorporated herein at length.

That ever since the 20th day of November, 1947, the home and two lots have laid idle, all of the furniture has been removed by parties unknown and pratically all the fixtures have been removed from the house and that the said house will shortly deteriorate unless it is occupied and the Defendant, being an infant residing with your Petitioner in Virginia, will not occupy the same for a number of years and unless said real estate is sold while the same is in a salable condition it will fully rot and be no good to anyone, therefore, it is for the material advantage and benefit of the said infant that the said property be sold.

That your Petitioner as aunt and next of friend of Joseph Henry Holland, Jr., has entered into a contract of sale to sell the said land and house appurtenant thereto to one Audley Slater and Florence Slater, his wife, at and for the sum of Forty-Seven Hundred Fifty ($4750) Dollars on account of which said sum said vendees have paid Two Hundred Fifty ($250) Dollars, subject to the confirmation of this Court of the said contract as will more fully appear by reference to a copy of the same filed herewith as Petitioner's Exhibit No. 2.

It is thereupon this 14" day of February, 1949, by the Circuit Court for Anne Arundel County, in Equity, ORDERED: that the Petitioner by causing a copy of this order to be inserted in some newspaper printed in Anne Arundel County aforesaid, once a week for four successive weeks on or before the 26" day of March, give notice to the said absent defendant, warning him to be and appear in this Honorable Court in person or by solicitor on or before the 13" day of April, 1949, to show cause, if any he have, why a decree should not be passed as therein prayed and provided further that if said order is served personally on said infant defendant that the same be delivered on or before thirty days prior to the 26" day of March, 1949.

John H. Hopkins, 3rd,

Clerk.

Filed March 16, 1949

Service of Process.

Service of process had by reading and delivering a copy of the order of publication to Joseph Hnery Holland, Jr., an infant, and a copy of the order of publication was also left with Virginia Avery, aunt and next of friend of Joseph Henry Holland, Jr.,

J. A. Hodges, Sheriff,

By W. E. Bailey, Deputy Sheriff.

STATE OF VIRGINIA, County of Norfolk, to-wit:

I, E. T. WHITE, County Clerk of Norfolk County, and also Clerk of the Circuit Court of said County, in the State of Virginia, do hereby certify that W. E. Bailey, who has given the preceding certificate is, and was at the date thereof, a Deputy Sheriff in and for the said County, duly qualified and that the signature thereto purporting to be his is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 25th day of February, A. D., 1949, in the 173 year of the Commonwealth.

(Court Seal) E.T. White, Clerk.

Filed March 16", 1949

PETITION TO ENTER APPEARANCE.

Mr. Clerk:

Please enter my appearance for the Petitioner in this case along with John Demyan, Esquire.

George B. Woelfel,

Solicitor for Petitioner.
9-11 School Street, Annapolis, Md.

Filed March 16,", 1949.

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER OF COURT THEREON,

(No. 9631 Equity)

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1. That Joseph Henry Holland, Jr., an infant, has been duly summoned by J. A. Hodges, Sheriff of Norfolk County, Virginia, by reading and delivering a copy of the order of publication to Joseph Henry Holland, Jr., and a copy of said order of publication was also left with Virginia Avery his aunt and next of friend with whom the said infant resides but being an infant he is unable to file his answer or defend himself in this Honorable Court.

WHEREFORE, your Petitioner, prays:

1. That a guardian ad litem may be appointed by this Honorable Court for the said infant to answer and defend this suit on his behalf.

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

And as in duty bound, etc.,

George B. Woelfel,

Solicitor for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby certify that upon this 14th day of March, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel 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 his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff, Notary Public

Filed 16 March, 1949

ORDER OF COURT.

Upon the aforegoing petition, it is this 17th day of March, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Henry Zeller be and he is hereby appointed guardian ad litem for the infant Joseph Henry Holland, Jr.,

Benjamin Michaelson, Judge.

Filed 17 March, 1949

ANSWER OF GUARDIAN AD LITEM.

To the Honorable, the Judge of said Court:

The answer of Joseph Henry Holland, Jr., infant, by Henry Zeller, guardian ad litem, duly appointed by order of this Honorable Court, to the petition of Virginia Avery against him in this Honorable Court exhibited, respectfully shows:

1. That he, the said Joseph Henry Holland, Jr., being an infant cannot admit any of the matters and things in the said petition alleged and therefore submits his rights thereunder to the protection of this Honorable Court.

And as in duty bound, etc.,

J. Henry Zeller, Guardian ad litem.

Filed 18" March, 1949

PETITION TO REFILE TESTIMONY.

To the Honorable, the Judge of said Court:

The petition of Virginia Avery respectfully shows:

1. That heretofore, to wit: on or about the 4th day of February, 1949, testimony was taken in the case of Joseph Henry Holland, Jr., et al, vs Joseph Henry Holland, Sr., wherein it was fully established that the sale sought to be ratified in that case and the sale sought to be ratified herein was for the material advantage and benefit of the said infant and that this Honorable Court in its decree in the aforesaid cause provided for the refiling of the testimony in that cause in this case.

Wherefore, your Petitioner prays:

1. That the testimony filed in No. 9545 Equity in the Circuit Court for Anne Arundel County may be removed from that cause and refiled in this case.

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

George B. Woelfel,

Solicitor for Petitioner.

Filed March 19, 1949

ORDER OF COURT

Upon the aforegoing petition, it is this 19th day of March, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that John H. Hopkins, 3rd., Clerk, be and he is hereby authorized and directed to withdraw the testimony filed in No. 9545 Equity in the Circuit Court for Anne Arundel County and refile the same as of this day in this proceedings and that the said John H. Hopkins, 3rd, Clerk, be and he is hereby

directed to make the appropriate entry on the docket disclosing the withdrawal of said testimony.

Benjamin Michaelson, Judge.

Filed 21 March, 1949

D E C R E E

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the said Court that the real estate is the property of Joseph Henry Holland, Jr., subject, however, to the payment of all the debts of his deceased mother Mary Estelle Holland, and it further appearing to the Court that it would be for the material advantage and benefit of the said infant that the contract of sale be ratified and confirmed and the property thereby sold and converted into cash.

It is thereupon this 27th day of April, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the contract of sale made by Audley A. Slater and Florence E. Slater, his wife, with Virginia Avery, for and on behalf of Joseph Henry Holland, Jr., an infant, dated August 2nd, 1948, be and the same is hereby finally ratified and confirmed and that George B. Woelfel be, and he is hereby appointed trustee to execute a deed conveying to the said purchasers Audley A. Slater and Florence E. Slater, his wife, all the right, title, interest and estate of the said Joseph Henry Holland, Jr., or of those claiming by, from or under him and the said Trustee shall bring into this Court the proceeds arising from the sale and hold the same until such time as is shown to the Court that the period of filing claims against the estate of Mary Estelle Holland, deceased, has passed and that all debts due by her have been paid and if there be any debts remaining unpaid after the period aforesaid, then the said trustee shall report the same to the Court together with a petition to pay the same. And after the payment of all debts as aforesaid, the said trustee shall have the auditor of this Court state an account wherein shall be allowed all necessary expenses for which he produces vouchers and such commission as the Court may deem proper to allow in consideration of the skill wherewith he shall have appeared to have discharged the duties reposed in him but before the said trustee shall proceed to act he shall file with the clerk of this court a bond with a surety or sureties to be approved by the Court or the clerk thereof in the penal sum of Five Thousand ($5,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this decree or by any further decree or order in the premises.

Benjamin Michaelson, Judge.

Filed April 27", 1949

B O N D

Know all men by these presents, that we, George B. Woelfel of Annapolis, Maryland, as principal, and the Eagle Indemnity Company, a body corporate, duly authorized to do business in State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the sum of Five Thousand Dollars, in lawful money of the United States, to be paid to the said 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, sealed this 23rd day of June, 1949.

The condition of the above obligation is such, that whereas the above named George B. Woelfel was duly appointed trustee on the 27th day of April 1949, in the Circuit Court for Anne Arundel County, in the case of Virginia Avery, aunt and next of friend of Joseph Henry Holland, Jr., vs Joseph Henry Holland, Jr., the same being No. 9631 Equity, in the Circuit Court for Anne Arundel County, and he, the said George B. Woelfel has accepted said trust with all the duties and obligations pertaining thereunto.

Now, therefore, if the said George B. Woelfel, 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 of the estate which shall come into his hands and possession, and shall in all respects faithfully perform all his official duties as said trustee, then this obligation to be void; otherwise, to remain in full force and virtue.

Signed, sealed in the presence of

Witness:
Mary M. Hoff
(Corporate Seal)

George B. Woelfel (SEAL)
Eagle Indemnity Company,
By John H. Hopkins, IV.
Attorney in fact.

Filed & Approved this 24" day of June, 1949.

John H. Hopkins, 3rd, CLERK.

NOTICE TO CREDITORS.

John Demyan, Esq.,
C.Tr. Co. Bldg.,Annapolis, Md.

NOTICE IS HEREBY GIVEN That the Subscriber, of Anne Arundel County has obtained from the Orphan's Court of Anne Arundel County, Letters of Administration on the estate of MARY ESTELLE HOLLAND late of Anne Arundel County, deceased,

All persons having claims against the deceased, are hereby warned to exhibit same, with the vouchers thereof, to the subscriber, on or before the 29th Day of October, 1949.

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 19th day of April, 1949.

John Demyan, Jr.,,Administrator. m.25

Filed July 26", 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 25, 1949

We hereby certify, that the annexed Notice to Creditors-MARY ESTELLE HOLLAND 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 29th day of October, 1949. The first insertion being made the 21st day of April, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,
By R. L. Brown.

No MG 4015.
D.

Filed July 26, 1949

Law Offices
GEORGE B. WOELFEL
Annapolis, Md.
9-11 School Street

J.H.H. No. 66 Equity

STATEMENT OF ACCOUNT.

M Joseph Henry Holland, Sr., July 1st, 1949.

First Mortgage on Lots Nos. 7 and 8 of Block 5 Academy for the sum of

$5,000 plus interest, agreed settlement price $1,000.00

Filed July 26", 1949

AUDITOR'S REPORT AND ACCOUNT

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. July 26, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Virginia Avery, Aunt and Next Friend of Joseph Henry Holland, Jr., an infant, vs Joseph Henry Holland, Jr., in ac.

To Trustee for Commissions, viz:	172.50	172.50
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee (#9631 Equity)	10.00	
Plaintiff's Solicitor's appearance fee (#9545 Equity)	10.00	
Defendants' Solicitor's appearance fee (#9545 Equity)	10.00	
Clerk of Court - costs (#9631 Equity)	19.50	
Clerk of Court - costs (#9545 Equity)	18.75	
Jos. W. Alton-Sheriff's costs "	1.45	
Jos. C. Deegan-Sheriff's costs "	2.35	
John S. Strahorn-Examiner's fee "	4.00	
Juliet D. Strahorn-Stenographer's fee "	5.00	
J. Henry Zeller-Guardian ad Litem (#9631)	4.00	
Auditor-stating this account	13.50	98.55
To Trustee for Expenses, viz:		
Capital-Gazette Press- order nisi (acct)	5.00	
Eagle Indemnity Co.-bond premium	20.00	
John Demyan,Jr.,-fee for legal services (Order of 6/28/49)	250.00	
Clerk of Court - recording deed	2.25	
Clerk of Court- recording release	.75	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	
Mary M. Hoff-notary fees	1.00	
Jos. H. Holland,Sr.-notary fees	1.00	
Sheriff of Norfolk County- costs	3.50	
George B. Woelfel-amounts advanced for certified copies marriage license, deed,mortgage and docket entries	5.50	294.50
To Trustee for Taxes, viz:		
1948 State and County taxes	15.83	
1949 State and County taxes ($16.37-adj.)	5.40	21.23
To George B. Woelfel, mortgagee- in full settlement mortgage claim as per Decree of 2/4/49 in #9545 Equity (Exhibit #1)	1,000.00	1,000.00

To Joseph Henry Holland,Jr.,-this balance	$3,163.22	$3,163.22
		4,750.00
with George B. Woelfel, Trustee		Cr.
1949		
May 2 Proceeds of Sale (Contract dated 8/2/48)	4,750.00	4,750.00
		4,750.00

Filed 28 July, 1949

ORDER NISI

ORDERED, This 28" day of July, 1949, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29" day of 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 29" day of August next.

John H. Hopkins, 3rd, CLERK.

Filed 28 July, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 31, 1949.

We hereby certify, that the annexed Order Nisi- Eq., #9631-Virginia Avery aunt of infant Joseph H. Holland, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of August, 1949. The first insertion being made the 4th day of August,1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed August 31, 1949

°°° FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 31st day of August, 1949, 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.

BENJAMIN MICHAELSON, A. J.

Filed 31 August, 1949.

°°° PETITION TO WITHDRAW THE SUM OF $200 FOR OPERATION OF DEFENDANT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Virginia Avary respectfully shows:

1. That she is the aunt of Joseph Henry Holland, Jr., whom she is raising.

2. That the real estate belonging to the said Joseph Henry Holland, Jr., was sold and there is a balance left in this estate.

3. That it is necessary for the said infant to go to the hospital to have an operation performed as will more fully appear by reference to a letter of Dr. Kirscher.

4. That your Petitioner is informed that the hospitalization together with the doctor's fee will amount to approximately two hundred dollars.

Wherefore your Petitioner prays:

1. That this Honorable Court will direct George B. Woelfel, Trustee, to pay her the sum of Two Hundred Dollars for the aforesaid operation

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

Virginia Avery, Petitioner.

STATE OF MARYLAND, COUNTY OF A. A., TO WIT:

I Hereby certify that upon this 8th day of July in the year 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Virginia Avery, who made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff, Notary Public.

Telephone 85743

Meyer I. Krischer, M.D.
Midtown Building
112 E.Sewells Pt. Road,Norfolk 5,Va.

March 4, 1949

This is to certify that I have treated Joseph Henry Holland of 91 Radnor Road for acute tonsillitis, on several occasions in 1948. He has chronic infective tonsillitis and will be subject to continued attacks until he has his tonsils removed. Removal is definitely indicated. M. I. Krischer, M. D.

Filed August 1st, 1949

No Court Order issued.

In the Matter of the	:	No. 8136 EQUITY
TRUST ESTATE	:	IN THE Circuit Court
of	:	for
JAMES ALLEN HIGGINS.	:	ANNE ARUNDEL COUNTY.

PETITION TO ASSUME JURISDICTION OF SAID ESTATE.

Mr. Clerk:

Please file, etc., Eugene P. Childs, Solicitor for Petitioner.

Filed January 29, 1949

To the Honorable, the Judges of said Court.

The petition of Elizabeth R. Read, mother of James Allen Higgins, respectfully states:

FIRST: That James Allen Higgins was born, to her and her former husband, James W. Higgins, Jr., on the 20th day of November in the year 1934 and is living with your petitioner at No. 537 Quintana Place, N.W., Washington, D. C.

SECOND: That her first husband, James W. Higgins, Jr., departed this life in the year 1946, leaving your petitioner, his widow, and the one son named above.

THIRD: That your petitioner afterwards married one Dr. Read with whom she lives at the above address.

FOURTH: That your petitioner is informed that James W. Higgins by deed dated the second day of November in the year 1938 and recorded in F. A.M. No. 191 folio 400 of the land records of Anne Arundel County and also recorded in A.A.H. No. 40 folio 87 of the Land Records of Calvert County, oonveyed unto Alexander Chaney, Trustee in trust

for James Allen Higgins, two tracts of land, one consisting of a house and lot and an old store house in Anne Arundel County, and the other consisting of a farm in Calvert County containing one hundred and thirty-three (133) acres, two (2) roods and twenty two (22) square perches of land, more or less. Also your petitioner is informed that an account on deposit in the Farmers and Merchants Bank in the name of M. Alex Chaney, Trustee for James Allen Higgins, was found, the amount of which your petitioner does not know, and your petitioner is also informed that the said James Allen Higgins is entitled to a distributive share of the Estate of James W. Higgins, soon to be distributed in the Orphan's Court for Anne Arundel County, the amount of which she does not know.

FIFTH: That your petitioner has also been informed of the death of M. Alex Chaney, and has been advised that she should bring this matter to the attention of the Court, that appropriate steps be taken to care for and preserve the estate.

SIXTH: That your petitioner is not physically able to take charge of the estate and therefore would recommend to the Court Eugene P. Childs who, because of his employment by Mr. James W. Higgins, before his death, and by M. Alex Chaney, in settling the Higgins estate, is in a manner, familiar therewith.

To the end, therefore,

Your petitioner prays the Court:

(1) To assume jurisdiction of this trust,

(2) To appoint a Trustee to take charge of and manage said trust estate.

(3) And for such other and further relief as her case may require.

Respectfully submitted.

Eugene P. Childs, Solicitor for Petitioner.

Filed January 29, 1941.

ORDER OF COURT

Ordered on the aforegoing Petition, by the Circuit Court for Anne Arundel County, this 29" day of January in the year 1941, that the Court assume jurisdiction of the Trust Estate of James Allen Higgins, and that Eugene P. Childs be and he is hereby appointed Trustee to manage, direct and control said estate, and to collect the income, issues and profits therefrom and to dispense the same under the order and direction of this Court.

It is further ordered that the said Trustee shall immediately or as soon as may be collect said estate and make a full and complete report of same to this Court, but before acting as such Trustee he shall file in this Court a good and sufficient bond in the penalty of Two thousand dollars, conditioned upon the faithful performance of the trust reposed in him.

Ridgely P. Melvin, Judge.

Filed January 29, 1941.

L E T T E R

January 27th, 1941

Mr. Eugene P. Childs
Attorney at Law
Annapolis, Maryland.

Dear Mr. Childs:

I have been informed that Mr. M. Alex Chaney, Trustee of James Allen Higgins, who is my son by a former marriage to the son of James W. Higgins, Sr., departed this life and it now becomes necessary to have a new Trustee appointed.

In view of the fact that you have been handling this estate for Mr. Chaney during his life time I would prefer that you be named Trustee for my son.

I do not know exactly what the estate consists of, except as follows, a Deed from James W. Higgins, Widower to M. Alex Chaney dated the 2nd day of November in the year 1938 and recorded in F.A.M. No. 191 folio 400, of the land records of Anne Arundel County and A.A .H. No. 40 folio 87, of the land records of Calvert County. This Deed appears to convey to Mr. Chaney, as Trustee one farm containing 133 acres, 2 roods and 20 square perches of land in Calvert County and a house, lot and old store building, formerly known as Fishers Station in Anne Arundel County.

I am informed that there was a deposit in the Farmers and Merchants Bank of Upper Marlboro in the name of M. Alex Chaney, Trustee for my son, James Allen Higgins.

I am informed also that my son Pass anticipated in the estate of James W. Higgins, now in the Orphan's Court for Anne Arundel County, the amount of which I do not know.

In order that this matter can be attended to by the Circuit Court for Anne Arundel County I am requesting you to prepare the necessary papers to have yourself appointed as Trustee and to sign said papers as Attorney for me. This will be my authority to you to proceed in the matter.

In view of the fact that my son, James Allen Higgins, is not the son of my present husband, and in view of the fact that he has an estate I feel that it is only fair that an allowance be made by the Court out of my son's estate sufficient to care for him and provide for his education, which amount, of course, will have to be left to the judgment of the Court. It is now and has been necessary because of my physical condition to employ a person to look out for my child, whose salary is forty dollars ($40.00) per month, and I believe it would be only fair that at least this sum be paid towards his maintenance and support.

Yours very truly,

Elisabeth R. Read,

537 Quintana Pl.N.W.,
Washington, D. C.

My son was born Nov. 20, 1934.

Filed January 29, 1941

EXHIBIT NO. I, DEED

This Deed, made this 2 day of November in the year Nineteen Hundred and thirty-eight, by and between James W. Higgins, widower, party of the first part, and Alexander Chaney, Trustee for James Allen Higgins, party of the second part.

WITNESSETH: That for and in consideration of natural love and affection and in further consideration of the sum of One ($1.00) dollar, the receipt whereof is hereby acknowledged, the said James W. Higgins does grant and convey unto Alexander Chaney, in trust nevertheless to hold the same, for the use and benefit of my grandson, James Allen Higgins, until the said James Allen Higgins becomes twenty-one years of age, upon the terms and conditions hereinafter mentioned, all of the rest,residue and remainder, after the death of the said James W. Higgins, in and to those two tracts of land described as follows:

1st: All of that tract of land situate in Anne Arundel County, Maryland, which was conveyed unto James W. Higgins and Mattie Higgins, his wife, by Nicholas H. Green, Attorney, by deed dated February 11, 1925 and recorded in Liber W.N.W No. 98,folio 455, one of the land records of Anne Arundel County, and in said deed more

particularly described by metes and bounds, courses and distances. The said Mattie L. Higgins having since the date of said deed departed this life.

2nd: All of that piece or parcel of land situated in Calvert County, which was conveyed unto James W. Higgins by Caroline A. Higgins by deed of partition dated the 18th day of April 1893 and recorded in Liber T. B. T. No. 1, folio 415, one of the land records of Calvert County, and in said deed more particularly described by metes and bounds, courses and distances as containing one hundred thirty-three (133) acres, two (2) roods and twenty-two (22) perches of land, more or less.

TOGETHER WITH the buildings and improvements thereon erected, made or being and all of the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD all of the rest, residue and remainder, after the death of the said James W. Higgins, in and to the above described premises unto the said Alexander Chaney, his heirs and assigns, in trust nevertheless to manage, control, rent, lease or mortgage, and to collect the rents, issues and profits therefrom and after the payment of all taxes, repairs and necessary improvements to said property, and the cost of administering this trust, including a commission of five (5%) per cent of the gross income to the trustee, to use the balance for the maintenance and education of my grandson, James Allen Higgins, until he becomes twenty-one years of age, at which time this trust shall cease and the property herein described, together with all accumulated income, if any, shall be and become the property of James Allen Higgins, free and clear and discharged from the trust herein created, and the trustee shall execute to the said James Allen Higgins a deed for said property.

Witness my hand and seal this 2 day of November, 1938.

Witness: James W. Higgins, (SEAL)

Maurice T. Lusby, Jr.,

STATE OF MARYLAND CALVERT COUNTY, to wit:

I hereby certify that on this 2 day of November in the year 1938 before me, the subscriber, a Notary Public of the State of Maryland, in and for Calvert County, personally appeared James W. Higgins and acknowledged the aforegoing deed to be his act and deed.

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

(Notarial Seal) Maurice T. Lusby, Jr., Notary Public.

I, Alexander Chaney, hereby accept the office of trustee as provided in the above deed of trust.

Witness my hand and seal this 2 day of November, 1938.

Witness: Alexander Chaney, (SEAL)

Maurice T. Lusby, Jr.,

Filed January 29, 1941.

B O N D

UNITED STATES FIDELITY AND GUARANTY COMPANY.

KNOW ALL MEN BY THESE PRESENTS:

That we, EUGENE P. CHILDS, AS PRINCIPAL, AND the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate, duly incorporated under the Laws of the State of Maryland, and 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

----------($2,000.) 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 18th day of March in the year of our Lord one thousand nine hundred and forty-one.

WHEREAS, the above bounden Eugene P. Childs, by virtue of a decree of the Honorable the Judges of the Circuit Court of Anne Arundel County dated the 29th day of January, 1941, mentioned in the proceedings in the matter of the Truste Estate of James Allen Higgins known as #8136 Equity now pending in said Court.

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

Signed, Sealed and delivered
in the presence of
Dorothy I. Miller
(Corporate Seal)

Eugene P. Childs, (SEAL)
United States Fidelity and Guaranty Company
By E. Churchill Murray,
Attorney-in-Fact

Bond Approved, this 18" day of March, 1941.

John H. Hopkins, 3rd, Clerk.

Filed 18" March, 1941.

REPORT OF MYRTLE P.CHANEY,EXECUTRIX of the ESTATE OF M.ALEX.CHANEY, TRUSTEE OF JAMES ALLEN HIGGINS, ESTATE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Myrtle P. Chaney, Executrix of the Estate of M. Alex Chaney, respectfully states.

1st: That by a Deed of Trust from James W. Higgins dated the 2nd day of November in the year 1938 and recorded in Anne Arundel County and also in Calvert County,certain property was conveyed unto M. Alex Chaney in trust for James Allen Higgins.

2nd: That M. Alex Chaney recently departed this life, and it is understood that the Circuit Court for Anne Arundel County has assumed jurisdiction of said trust and has appointed Eugene P. Childs, Trustee of said Estate.

3rd. That Myrtle P. Chaney, Administratrix of the Estate of M. Alex Chaney has turned over to Eugene P. Childs, Trustee of James Allen Higgins, all of the property and effects that have come into her hands, and desires to make a full and complete report to the Court of the same as follows:

4th. James W. Higgins by his deed dated the 2nd day of November in the year 1938 and recorded in A. A. H. No. 40 folio 87 of the land records of Calvert County and in F.A.M. No. 191 folio 400 of the land records of Calvert County conveyed unto M. Alex Chaney in trust for James Allen Higgins two parcels of land.

(a). A lot of land particularly described in a deed from N.H.Green,Attorney dated February 11, 1925 and recorded in W.N.W. No. 98 folio 455 land recorde of Anne

Arundel County, said property being improved by a frame dwelling house and old store building and other outbuildings.

(b) A farm in Calvert County described in a deed from Caroline A. Higgins dated the 18th day of April in the year 1893 and recorded in T.B.T. No. 1 folio 415, as containing one hundred and thirty-three (133) acres, two (2) roods and twenty-two (22) square perches of land more or less, improved by a dwelling of semi bungalow type and three (3) tobacco barns.

5th: There was also found a Savings Deposit Book in the name of M. Alex Chaney, Trustee for James Allen Higgins in the Farmers and Merchants Bank at Upper Marlboro, Maryland containing a balance of one thousand twenty-one dollars and eight cents ($1021.08).

6th: That the Administratrix also found cash in the amount of eight dollars and twenty-nine cents ($8.29) belonging to the Higgins Estate.

7th: That the said Administratrix found that there is due the Estate of James Allen Higgins to the Estate of M. Alex Chaney the following amounts, to wit:

(a) Tobacco press bought for farm	$40.00
(b) Wire screening for dwelling	3.00
(c) Fertilizer for 1940 Crop	41.55
Total due estate of M.Alex Chaney	$84.55

Respectfully submitted.

Myrtle P. Chaney,

Administratrix Estate of M. Alex Chaney.

STATE OF MARYLAND, Calvert County, to wit:

I hereby certify that on this 24th day of March in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Myrtle P. Chaney, Administratrix of the Estate of M. Alex Chaney and made oath in due form of law that the above account is just and true to the best of her knowledge and belief, and that she has accounted for all matters that have come into her hands as Administratrix of the Estate of M. Alex Chaney belonging to the Estate of James A. Higgins.

Witness my hand and seal Notarial.

(Notarial Seal) O. F. Bowen, Notary Public

Filed March 26, 1941

PETITION TO APPOINT APPRAISER

To The Honorable the Judges of said Court:

The Petition of Eugene P. Childs, respectfully states,

1st: That he has succeeded in taking over all of the property belonging to the above trust estate which consists of a farm in Calvert County, a house and lot in Anne Arundel County, and certain cash.

2nd: That your petitioner believes that said property should be appraised in order to ascertain the proper value of said estate.

Your petitioner therefore prays the Court to appoint an appraiser to appraise said properties.

Respectfully submitted. Eugene P. Childs, T r u s t e e .

ORDER OF COURT

Ordered on the aforegoing petition this 26th day of March in the year 1941 by the Circuit Court for Anne Arundel County, that the properties belonging to said estate be

appraised and that James James H. Murray be and he is hereby authorized and directed to make said appraisement.

It is further ordered and directed that as soon as said appraisement is made that an itemized Report of same be filed in this Court.

Ridgely P. Melvin, Judge.

Filed March 26, 1941

REPORT OF JAMES H. MURRAY REGARDING THE APPRAISEMENT.

To the Honorable, the Judges of said Court:

The report of James H. Murray regarding the appraisement of the Estate of James Allen Higgins, respectfully states.

1st: That by an order of this Court dated March 26, 1941 he was authorized to appraise the property belonging to the above estate , and in compliance therewith he reports to the Court as follows:

He first went to the Lyons Creek property in Anne Arundel County, and appraised a small lot of about two (2) acres and improvements, and then went to Calvert County and walked over and appraised the farm containing about one hundred and thirty-three (133) acres with the buildings thereon.

He then called at the office of Eugene P. Childs and examined the papers entitled, "In the Matter of the Trust Estate of James Allen Higgins" and reports as follows:

House and Lot at Lyons Creek:		
Dwelling house	$1500.00	
Lot, about 2 acres	250.00	
Old store house	50.00	
Other outbuildings	200.00	$2,000.00
Farm in Calvert County about 133 acres:		
Dwelling house	$1800.00	
Tenant house	1000.00	
Barn No. 1	400.00	
Barn No. 2	300.00	
Barn No. 3	500.00	
133 acres @ $20.00	2660.00	6,660.00
Cash due said Estate:		
Cash in Farmers & Merchants Bank	$1021.08	
Interest on said deposit	31.66	
Check from Md. Tob.Grow. Assn.	44.04	
Cash from Myrtle P.Chaney,Exec.	8.29	1,105.07

I believe it is proper for me to report that the chimney in the farm dwelling is dangerous and constitutes a fire hazard.

Respectfully submitted.

James H. Murray, Appraiser

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 26th day of March in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared James H. Murray and made oath in due form of law that the

ABOVE APPRAISEMENT IS TRUE TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

WITNESS MY HAND AND SEAL Notarial.

(Notarial Seal) Wilhelmina P. Hopkins, Notary Public.

Filed March 29", 1941

PETITION FOR TRUSTEE TO PAY ELIZABETH R. READ MONTHLY ALLOWANCE FOR JAMES ALLEN HIGGINS, Infant.

To the Honorable, the judges of said Court:

The Petition of Elizabeth R. Read, respectfully states.

1st: That she is the mother of James Allen Higgins who was born on November 20,1934, as a result of her marriage to a son of James W. Higgins, Sr.,

2nd: That her first husband, the father of James Allen Higgins died, and since his death she re-married Dr. Read of Washington.

3rd: That because of physical infirmities your petitioner is unable to personally care for her child, James Allen Higgins, and she is obliged to employ a person to look out for the child, whose salary is forty dollars ($40.00) per month.

4th: That in view of the fact that the child has an estate and is not the son of her present husband, it seems only fair that an allowance be made by the Court out of my son's estate sufficient to care for his present needs, the amount of which will be decided by the Court.

5th: That the Trustee received as a part of the cash value of said estate the sum of one thousand and twenty eight dollars ($1028.00) plus revenue from time to time from the sale of tobacco from the farm and the rent of a house, and the Trustee has expressed his consent to making a monthly allowance for the support of the infant child, subject, of course, to the approval of this Court.

Your petitioner therefore prays the Court to direct the Trustee, Eugene P.Childs,to pay to your petitioner such a monthly allowance, for the use of James Allen Higgins, as to the Court seems reasonable.

Respectfully submitted.

Eugene P. Childs, Solicitor for Petitioner.

Filed August 18, 1941

ORDER OF COURT

Ordered on the aforegoing petition, this 20th day of August in the year 1941, by the Circuit Court for Anne Arundel County that Eugene P. Childs, Trustee in the above entitled case pay to Elizabeth R. Read, the sum of fifty Dollars per month, dating from the first day of June, 1941 until the further order of this Court.

It is further ordered that the cancelled checks made payable to the order of Elizabeth R. Read for the amounts stipulated herein and properly indorsed by her, shall be proper vouchers for said amounts so paid.

Ridgely P. Melvin, Judge.

Filed 20 August, 1941

FINAL REPORT OF EUGENE P. CHILDS, TRUSTEE BY EUGENE M. CHILDS, ADM. OF ESTATE OF EUGENE P. CHILDS, DEC.,

FINAL REPORT OF EUGENE P. CHILDS,TRUSTEE OF JAMES ALLEN HIGGINS ESTATE BY EUGENE M. CHILDS, ADMINISTRATOR OF THE ESTATE OF EUGENE P. CHILDS, DECEASED.

Balance as per last Report filed	$2,253.43	$2,253.43
less:		
3.12.48 E.C.Murray, premium on bond	$ 20.00	
H.M.Murray, insurance prem.	69.90	
Wayson Service Store, fertilizer and etc.	41.50	
3.18.48 E. P. Childs, balance due on commission in last Report	264.20	
J.H. Hopkins, 3rd. Clerk. Court costs in said case	15.50	
Laura Jickling, Auditor's fee	16.00	
4.28.48 Mrs. Elisabeth Read, January to June, inclusive, allowance for infant son	300.00	727.10

Balance now deposited in County Trust Company as per Statement ----------$1,526.33

Eugene M. Childs,
Administrator of the Estate of
Eugene P. Childs, Deceased.

Subscribed and sworn to, before me,
this 11th day of October, 1948.
Wilhelmina P. Hopkins, Notary Public.
(Notarial Seal).)

Filed 28" Oct, 1948

PETITION TO APPOINT SUBSTITUTE TRUSTEE

To the Honorable, the Judge of said Court:

The Petition of Eugene M. Childs, Administrator of the Estate of Eugene P.Childs, deceased, respectfully states:

1. That the said Eugene P. Childs, deceased, was appointed Trustee of the said infant, James Allen Higgins, on the 29th day of January in the year 1941, and the Court assumed jurisdiction of said Trust.

2. That the said Trustee, Eugene P. Childs, deceased, had administered said Trust under the direction and supervision of this Court and on the 1st day of March in the year 1948 filed his Account therein showing a balance in the hands of Trustee of three thousand two hundred and seventy-four dollars and fifty-one cents ($3,274.51) which said Account was ratified and confirmed by this Court on the 18th day of March in the year 1948.

3. That the Trustee, Eugene P. Childs, deceased, departed this life on the 10th day of June in the year 1948, and the Administrator of his estate filed a Final Account showing a balance of three thousand six hundred and twenty-three dollars and fifty-eight cents ($3,623.58) in cash, lot consisting of about 2 acres improved with dwelling house, old store house and outbuildings located at Lyons Creek, Anne Arundel County, appraised at two thousand dollars ($2,000.00) and 133 acres improved by dwelling house, tenant house and 3 barns, appraised at six thousand six hundred and sixty dollars ($6,660.00), and Certificate No. 5573 of Maryland Tobacco Growers Association dated 1941 in the amount of three dollars ($3.00) and Certificate No. 10401 of Maryland Growers Association dated 1944 in the amount of four dollars ($4.00) in the hands of said Trustee at his death.

4. That it now becomes necessary to have a substituted Trustee appointed and your Petitioner desires to have another Trustee appointed in the place and stead of the deceased Trustee.

WHEREFORE, your Petitioner prays that an order may be passed by this Honorable Court relieving the said Eugene P. Childs, deceased, and Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, and Eugene M. Childs, individually from further duties as Trustee.

RESPECTFULLY SUBMITTED.

William W. Townshend, Jr.,
Attorney for the Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of December in the year 1948, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, and made oath in due form of law that the aforegoing Petition is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Jacquelin Y. Stoltje, Notary Public.

Filed 28" October, 1948

ORDER OF COURT

UPON the aforegoing petition and affidavit of Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, Trustee, it is hereby ORDERED this 8th day of December, 1948, by the Circuit Court for Anne Arundel County sitting in Equity, that Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased, Eugene M. Childs, individually, and Eugene P. Childs, deceased, Trustee be released from all duties and obligations under the aforesaid trust and that a new Trustee be appointed in place and stead of the deceased Trustee, on or before the 10th day of January, 1949, unless cause to the contrary be shown on or before the 3rd day of January next, provided a copy of this Order be inserted in some newspaper published in the City of Annapolis, once in each of three successive weeks before the 5th day of January next.

True Copy, TEST: Benjamin Michaelson, Judge.
John H. Hopkins, 3rd Clerk.

Filed 8 December, 1948

Certificate of Publication

Annapolis, Md. January 11, 1949.

We hereby certify that the annexed ORDER OF COURT ,EQ. #8136-JAMES ALLEN HIGGINS,was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of January, 1949. The first insurtion being made the 13th day of December, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 6138 By R.L.Brown.

Filed January 12, 1949

ORDER OF COURT APPOINTING NEW TRUSTEE.

Eugene P. Childs, deceased, Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased and Eugene M. Childs, individually, having petitioned this Court on the 28th day of October, 1948, to be relieved as Trustee in said case, and this Court by its

order dated the 8th day of December, 1948, directed that the said Eugene P. Childs, deceased, Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased and Eugene M. Childs, individually be relieved as Trustee in said case on the 10th day of January, 1949, unless cause to the contrary be shown on or by the 3rd day of January, 1949, provided a copy of said Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of January, and it appearing that said notice was published as directed by said order, and no cause having been shown why said Eugene P. Childs, deceased, Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased and Eugene M. Childs, individually should not be relieved of further duties as Trustee as provided by said order.

It is thereupon this 12th day of January in the year 1949 by the Circuit Court for Anne Arundel County, adjudged, ordered and decreed that Eugene P. Childs, deceased, Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased and Eugene M. Childs, individually, be and he and they are hereby released and discharged as Trustee in the Matter of James Allen Higgins, infant, and it is further ordered and decreed that Eugene P. Childs, deceased, Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased and Eugene M. Childs, individually, shall turn over to William W. Townshend, Jr., who is hereby appointed Trustee in the matter of James Allen Higgins, infant, in the place and stead of Eugene P. Childs, deceased, Eugene M. Childs, Administrator of the Estate of Eugene P. Childs, deceased and Eugene M. Childs, individually, all of the assets in their possession belonging to said matter and receive from the said William W. Townshend,Jr., Trustee, full and complete release therefor.

It is further adjudged, ordered and decreed that before the said William W. Townshend,Jr., shall receive the assets of said matter or in any way deal therewith, he shall file with the Court a bond in the penalty of Three thousand dollars ($3,000.), to be approved by the Clerk thereof conditioned for the faithful performance of the trust reposed in him.

Benjamin Michaelson, Judge.

Filed 12 January, 1949

TRUSTEE'S PETITION TO SELL REAL ESTATE

TO THE HONORABLE JUDGES OF SAID COURT:

THE Petition of William W. Townshend, Jr., Substitute Trustee in this cause respectfully shows:

1. That your Petitioner was appointed Substitute Trustee by Order of this honorable Court on January 12, 1949;

2. That among other assets your Petitioner has in the Trust Estate a two acre tract of land improved by a small tenant house, located in the Eighth Election District of Anne Arundel County, as per deed attached hereto and prayed to be taken as a part hereof.

3. That your Petitioner has not been able to rent the land or the tenant house because of its run down condition, and further that if the property was rented, the cost of repairs would not be justified in view of its rental value.

4. That your Petitioner has signed a contract to sell the aforesaid real estate to William B. Greenwell for the sum of Eighteen Hundred Dollars, a deposit of Two Hundred

Dollars ($200.00) having been made, and your Petitioner avers that the sale price is fair and reasonable and to the best interest and benefit of the Estate. A copy of the Contract of Sale is filed herewith and is prayed to be taken as a part hereof.

5. That the infant's mother Elizabeth Read will consent to the sale of the real estate when testimony is offered to substantiate the allegations herein.

NOW, THEREFORE, your Petitioner prays:

1. That leave be granted to your Petitioner to take testimony before one of the standing examiners of this Court to support the allegations of this petition.

2. That this honorable Court pass a decree approving the Contract of Sale filed as an exhibit herein and authorizing your petitioner as Substitute Trustee to sell the aforesaid real estate and make a report of said sale to this Court.

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

AND AS IN DUTY BOUND, ETC.

William W. Townshend, Jr., Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of May, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend,Jr., Substitute Trustee, 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 therein stated to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal on the date above written.

(Notarial Seal) May F. Brennan, Notary Public.

Filed 19 May, 1949

ORDER OF COURT.

Upon the aforegoing Petition and affidavit, it is ORDERED this 21st day of May,1949, by the Circuit Court of Anne Arundel County, sitting in Equity, that leave be granted to William W. Townshend, Jr., Substitute Trustee, to take testimony before one of the standing examiners of this Court to support the allegations of the petition.

Benjamin Michaelson, Judge.

Filed 21 May, 1949

TESTIMONY ON BEHALF OF PETITIONER

PRESENT:

Mr. W. W. Townshend,_ Solicitor for Petitioner.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Mrs. Elizabeth R. Read,-----2 to 3

T. Carroll Worthington,-----4 to 5

Mrs. Elizabeth R. Read, a witness of lawful age, being first duly sworn, deposes and says:-

(Townshend)

1. State your name and residence?

A. Mrs. Elizabeth R. Read, 3645 Warren st.,N.W ., Washington, D. C.

2. You are the mother of James Allen Higgins?

A. Yes.

3. James Allen Higgins has a Trust Estate now being administered under the jurisduction of the Circuit Court for Anne Arundel County, is that right?

A. Yes.

4. Does this Trust Estate own a piece of real estate containing approximately two acres in Anne Arundel County?

A. It does.

5. Is the real estate improved?

A. Yes.

6. Do you know how it is improved?

A. The house is still standing there, there are no other buildings to amount to any thing, just the one dwelling.

7. What condition is the dwelling in today?

A. In very poor condition.

8. Does the property have modern conveniences of any kind?

A. No, no electricity, telephone bath or any other facilities.

9. What do they use for water, if you know?

A. There was a pump on the back porch from a well I suppose.

10. Is the land cleared?

A. About half and half, far as I know.

11. I hand you here a Contract filed as Exhibit B will you tell me what this Contract represents?

A. It is a Contract for the sale of the land mentioned herein and the dwelling at $1800 to Mr. Greenwell.

12. In your opinion, is $1800.a fair and reasonable price for this real estate and the improvements?

A. I believe it is.

13. Do you feel that the sale price is to the best interest of the estate and especially your infant son?

A. Yes I do.

14. Do you feel that if the property was improved that it could be rented to advantage?

A. Not to compensate for the amount of improvements necessary and the cost incident to the same.

°°°°°Contract filed as Exam. Exh. No. 2.

15. I hand you a deed will you identify that?

A. It is a deed dated February 8th, 1941 from Myrtle E. Chaney, etal. to Eugene P. Childs, Trustee, and is for the two acre of land and firstly described in said deed being sold to Mr. Greenwell in these proceedings.

°°°°°Offered in evidence filed as Exam. Exh. 1

16. Has the estate received any income from this property in the last two years?

A. No.

17. Are you as James A. Higgins' mother, satisfied to sell this property to Mr. Greenwell?

A. Yes.

18. Then you feel it is to the child's advantage?

A. I think it is.

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

A. No.

Elisabeth R. Read.

T. CARROLL WORTHINGTON, a witness of lawful age, being first duly sworn, deposes and says:

(Townshend)

1. State your name, residence and profession?

A. T. Carroll Worthington, Realtor, Townshend-Worthington Building, Annapolis, Md.,

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

A. Since 1933.

3. In your business do you have occasion to make appraisals?

A. I do.

4. Did you have occasion to inspect the property belonging to the estate of James A. Higgins an infact at Lyon's Creek in Anne Arundel County, Maryland?

A. I did, just about two weeks ago.

5. Will you describe the property you inspected at Lyons' Creek at that time?

A. It consisted of two acres of ground improved by a six room frame, metal roof dwelling, no utilities, four old outbuildings of no value.

6. In what condition was the land?

A. About one-half cleared and one-half grown up.

7. Would you say that the property was badly in need of repairs?

A. It is.

8. What, in your opinion, is a fair price or value of that property?

A. In my opinion, $1800.

9. What do you base that on?

A. The condition of the property at this time, the amount of rent that could be gotten from it.

10. Do you have an idea how much it would cost to improve the property to such state that it could be rented?

A. In my opinion it would cost around $2,000 to put modern utilities in and then would not be able to get enough rent to warrant the fixing it up.

11. Do you feel it is to the best interest, and advantage of the infant to sell the real estate?

A. I do.

12. You feel that the $1800 offer made by Mr. Greenwell is fair and reasonable offer?

A. Very fair.

To the general question under the rule the witness says:

A. Nothing at all.

T. Carroll Worthington.

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

Witness my hand and seal this 6th day of June, 1949.

Jno .S.Strahorn, Examiner, (SEAL)

Filed June 6", 1949

J.H.H. No. 66 Equity

TRUSTEE'S EXHIBIT "A"-EXAM.EXH.No. 1.

D E E D

No. Stamps required, Eugene P. Childs. H.

This Deed made this 8th day of February in the year Nineteen hundred and forty-one, by and between Myrtle P. Chaney, widow of M. Alex Chaney and John Alex Chaney, single, only child of M. Alex Chaney, parties of the first part and Eugene P. Childs, Trustee, as hereinafter mentioned, party of the second part.

Witnesseth, Whereas by deed dated the 2nd day of November in the year 1938 and recorded in F.A M. No. 191 folio 400 land records of Anne Arundel County and in A.A.H. No. 40 folio 87 land records of Calvert County, James W. Higgins conveyed unto M. Alex Chaney, Trustee, all of the rest residue and remainder, after the death of the said James W. Higgins in and to two tracts of land mentioned in said deed as being, First: all that tract of land in Anne Arundel County, described in a deed from Nicholas H. Green, Attorney dated the 11th day of February in the year 1925 and recorded in W.N.W. No. 98 folio 455 and in said deed more particularly described, Second: all that tract of land situated in Calvery County and described in a deed from Caroline A. Higgins dated the 18th day of April in the year 1893 and recorded in T. B. T. No. 1 folio 415, and in said deed more particularly described, and

Whereas James W. Higgins departed this life on the 1st day of March in the year 1940, and the property thereupon became vested in M. Alex Chaney, Trustee, and

Whereas M. Alex Chaney departed this life on the 20th day of January in the year 1941, leaving surviving him as his only heirs at law, his widow, Myrtle P. Chaney, and his son, John Alex Chaney, to whom the legal title to said estate descended by virtue of section five of article forty-six of the Code of Public General Laws, and

Whereas Eugene P. Childs was by virtue of a Decree of the Circuit Court for Anne Arundel County dated January 29, 1941 and passed in Equity cause No. 8136 appointed trustee of said estate.

Now therefore in consideration of the premises and of the sum of one dollar ($1.00), the receipt whereof is hereby acknowledged, the said Myrtle P. Chaney and John Alex Chaney, the only heirs at law of M. Alex Chaney, deceased, do hereby grant and convey unto Eugene P. Childs, trustee, subject to the powers contained in the deed from James W. Higgins to M. Alex Chaney, trustee, heretofore mentioned, and subject also to the Decree of the Circuit Court for Anne Arundel County passed in Equity cause No. 8136, entitled, "In the Matter of the Trust Estate of James Allen Higgins" on the 29th day of January in the year 1941, all of their right and title in and to the trust property hereinbefore mentioned.

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

To Have and To Hold unto and to the proper use and benefit of the said Eugene P. Childs, Trustee, his heirs and assigns, subject, nevertheless, to the provisions of said trust as described in the deed creating same and the decree of the Circuit Court for Anne Arundel County, dated January 29, 1941, and any future order or decree that may be passed in the premises.

Witness the hands and seals of the said grantors on the day and in the year

first above written.

Witness: Myrtle P. Chaney, widow, (SEAL)

Maurice T. Lusby, Jr. John Alex Chaney , Son, (SEAL)

State of Maryland, Calvert County, to wit: heirs at law of M. Alex Chaney

I hereby certify that on this 8th day of February in the year 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Myrtle P. Chaney, widow and John Alex Chaney, single, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(Notarial Seal) Maurice T. Lusby, Jr., Notary Public.

Filed Nov.30,1945 at 2:10 P.M.,in Liber A.W.R. #6,folio 64, Land Records of Calvert Co., and 27th Nov. 1945,at 10 A.M. in Liber J.H.H. No. 342,Folio 184, Land Records of Anne Arundel County. Md.

Filed June 6, 1949

TRUSTEE'S EXHIBIT "B"

THIS CONTRACT, made this 19th day of April, 1949, by and between William M. Townshend, Jr., Substituted Trustee for James Allen Higgins, party of the first part, hereinafter called Vendor, and William B. Greenwell, party 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, the following described property situate and lying in the Eighth District of Anne Arundel County, Maryland, and described as follows:

ALL OF that property described in a Deed from Nicholas H. Green, Attorney to James W. Higgins dated February 11, 1925, and recorded among the Land Records of Anne Arundel County in W.N.W. No. 98 folio 455, and in said Deed more particularly described.

AT AND for the price of Eighteen hundred dollars ($1800.00), of which Two hundred dollars ($200.00) having been paid prior to the signing hereof and the balance of said purchase price to be paid in cash upon the final ratification of sale by the Court.

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 becomes 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.

IT IS understood that this contract is subject to the confirmation by the Court.

WITNESS the hands and seals of the parties hereto.

WM.W. Townshend, Jr., (SEAL)

Witness: Substituted Trustee

May F. Brennan

WILLIAM B. GREENWELL (SEAL)

Filed June 6, 1949

D E C R E E

The above cause standing ready for hearing and being submitted, testimony having been taken, the proceedings were read and considered by the Court.

IT IS THEREUPON this 14th day of June, 1949, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that the Contract of Sale mentioned in the proceedings be ratified and confirmed and that the real estate with improvements thereon, described therein, be sold to William B. Greenwell for the sum of Eighteen Hundred Dollars ($1800.00); that William W. Townshend, Jr., be, and he is hereby appointed Trustee to make such sale, and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of the Court a bond to the State of Maryland, executed by himself, with a surety or sureties to be filed with the Clerk of the Court in the penalty of Five Thousand Dollars (increase present bond to Five Thousand Dollars), conditioned on the faithful performance of trust reposed in him by this Decree, or which may be reposed in him by any further order or decree, in the premises. He shall proceed to make thesaid sale for cash, provided that the payment therefor shall be as follows:

Deposit of Two Hundred Dollars ($200.00) shall be paid to the substitute Trustee within five days after filing of the aforesaid bond; 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 the ratification is caused by some act on the part of the purchaser.

And as soon as it may be convenient after the payment of the aforesaid $200.00, the substitute Trustee shall return to this Court a full and particular account of the 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 payment of the whole purchase price (and not before) the said substitute Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser, his heirs, the property and estate to him sold free and clear and discharged from all claim of the parties hereto and those claiming by, from or under them. And the said Substitute 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 substitute 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.

Benjamin Michaelson, A. J.

Filed June 14, 1949

B O N D .

KNOW ALL MEN BY THESE PRESENTS, That we, William W. Townshend, Jr., of Anne Arundel County in the State of Maryland, as Principal, and The United States Fidelity and Guaranty Company of Maryland, as Surety, are held and stand firmly bound and obliged, jointly and severally, unto the State of Maryland in the just and full sum of TWO THOUSAND DOLLARS ($2,000.), to be paid to said State; to which payment, well and truly to be made and done we, the said Obligarors, do bind ourselves and each of us, our heirs, executors, administrators, successors and assigns, and each and every one of them, for and in the whole sum aforesaid, firmly by these presents.

Signed with our hands and sealed with our seals at Annapolis, Maryland, this 8th day of June in the year Nineteen Hundred and Forty-Nine.

The condition of this obligation is such that whereas the above bounden William W. Townshend, Jr., has been a ppointed by the Circuit Court for Anne Arundel County in _aid State, Trustee of the estate of James Allen Higgins in the Circuit Court for Anne

Arundel County.

Now therefore if the said William W. Townshend, Jr., shall faithfully discharge the duties of said trust according to law, then this bond shall be void, otherwise to remain in full force.

Signed, sealed and delivered in the presence of Robert E. Saunders

WILLIAM W. TOWNSHEND, JR., (SEAL)
UNITED STATES FIDELITY AND GUARANTY COMPANY
by Dorothy I. Miller, Attorney-in-Fact.

(Corporate Seal)

Approved this 15" day of June, 1949.

John H. Hopkins, 3rd, Clerk.

Filed June 15, 1949

REPORT OF SALE

THE REPORT of William W. Townshend, Jr., substitute 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 William B. Greenwell the property mentioned in these proceedings at private sale for the sum of Eighteen Hundred Dollars ($1800.00) that is to say, two acres of land, more or less, and described as follows:

All that parcel of ground situate, lying and being in the Eighth Election District, near Lyons Creek, or Fishers Station bordering on right-of-way of Chesapeake Beach R. R. BEGINNING for the same at the intersection of the County Public Road and the Chesapeake Beach R. R. at a stone marked "J" and running thence Northerly along said County Road 433 feet to a stone marked "H", thence Westerly and Southwesterly 403 feet to a stone marked "D" in the Chesapeake Beach Railroad, thence Southeasterly along said railroad 342 feet to a stone marked "J" and place of beginning.

BEING the same property conveyed to James W. Higgins and Mattie L. Higgins, his wife, by Nicholas H. Green, Attorney, by deed dated February 11, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. #98, Folio 455; for further title reference see the following deeds: from James W. Higgins, widower, to Alexander Chaney, Trustee for James Allen Higgins dated November 2, 1938 and recorded in the aforesaid Land Records in Liber F.A.M. #191, Folio 400; also from the Chaney heirs to Eugene P. Childs, Trustee, dated February 8, 1941, and recorded in aforesaid Land Records in Liber J.H.H. #342, Folio 184.

THAT the Purchaser has paid Two Hundred Dollars ($200.00) 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.

William W. Townshend, Jr.,
Substitute Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of June, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Substitute Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein set

forth in the aforegoing report of sale and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal.) May F. Brennan, Notary Public.

Filed June 15, 1949

ORDER NISI

Ordered, this 15" day of June, 1949, That the sale of the real estate mentioned in these proceedings made and reported by William W. Townshend, Jr., Substitute Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16" day of July, 1949 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 July next.

The report states that the amount of sales to be $1,800.00.

John H. Hopkins, 3rd, Clerk.

True Copy, Test: John H. Hopkins, 3rd, Clerk.

Filed 15 June, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 13, 1949

We hereby certify, that the annexed Order Nisi -Eq. #8136-James Allen Higgins 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 July, 1949. The first insertion being made the 23 day of June, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed July 26", 1949

FINAL ORDER

ORDERED BY THE COURT, This 27th day of July, 1949, 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.

Benjamin Michaelson, Judge.

Filed July 27, 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. July 28, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Trust Estate of James Allen Higgins		in ac.
To Trustee for Commission, viz:	87.00	87.00
To Trustee for Court costs, viz:		
Clerk of Court - Court costs	23.75	
John S. Strahorn-Examiner's fee	8.00	
Juliet D. Strahorn-stenographer's fee	5.00	
Auditor - stating this account	9.00	45.75

To Trustee for Expenses, viz:		
Capital-Gazette Press -Order nisi (sale)	5.00	
Capital-Gazette Press - order nisi (acct.)	5.00	
U.S.Fidelity & Guaranty Co. - bond premium	10.00	
T.Carroll Worthington-appraiser's fee	25.00	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	1.10	
May F. Brennan - notary fees	1.00	48.20
To William W. Townshend,Jr., Trustee for James Allen Higgins-this balance,subject to further order of Court	1,640.39	1,640.39
		1,821.25

WITH William W. Townshend, Jr, Trustee		CR.
1949		
Apr. 19 Proceeds of Sale	1,800.00	1,800.00
Refund 1949 State and County taxes ($29.98-adjusted)	21.25	21.25
		1,821.25

Filed 28 July, 1949

ORDER NISI

ORDERED, This 28" day of July, 1949, That the Report and Account of the Auditor,filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29" day of 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 29" day of August next.

True Copy: TEST: John H. Hopkins, 3rd, Clerk.

John H. Hopkins, 3rd, Clerk.

Filed 28 July, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 1, 1949

We hereby certify that the annexed Order Nisi- Eq. #8136-Auditor's Account- James Allen Higgins, 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 August, 1949. The first insertion being made the 4th day of August, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed 2 September, 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 2d day of September, 1949,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.

Benjamin Michaelson, A. J.

Filed 2 September, 1949.

BERTHA or Birdie SMITH, sometimes known as Bertha Schmidt and ANTHONY SMITH, sometimes known as Anthony Schmidt all of St.Margarets, R.F.D. #2,Annaplis,Maryland. Complainants	:	No. 9648 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs	:	
MARY LOUISE SMITH sometimes known as Mary Louise Schmidt, of St. Margarets,R.F.D. #2, AAnnapolis, Maryland, Respondent	:	

BILL OF COMPLAINT

The Bill of Complaint of Bertha or Birdie Smith, sometimes known as Bertha Schmidt, and Anthony Smith, sometimes known as Anthony Schmidt, respectfully represents unto your Honors:

1st: That by deed dated March 27, 1909, and recorded among the Land Records of Anne Arundel County in Liber G.W. 66, folio 390, James E. and Lela I. Tate conveyed unto William Schmidt a tract of land containing 132-1/2 acres, more or less; a certified copy of the aforesaid deed is filed herewith marked "Complainants' Exhibit A". and is prayed to be taken as a part hereof.

2nd: That the said William Schmidt died testate leaving his property to his wife for life or until she remarried, and at the death or remarriage of his said wife, to his three children. A certified copy of this aforesaid Will is filed herewith marked "Complainants' Exhibit B", and is prayed to be taken as a part hereof.

3rd: That the said Will was drawn on November 15, 1930, and subsequent to said date another child was born to the said William Schmidt and Bertha Schmidt (now known as Bertha or Birdie Smith) his wife, namely, to wit: Mary Louise Schmidt, or Mary Louise Smith.

4th: That since the death of the said William Schmidt, Cecelia H. Miller and Walter R. Miller, her husband, Frank Vincent Smith, John Joseph Smith and Rose Smith, his wife, conveyed all their right, title and interest as residuary legatees under the aforesaid Will, to their mother, as more particularly set forth in deeds recorded in the Land Records of Anne Arundel County, as follows: in deed dated December 24, 1947 and recorded in Liber J.H.H. 447 folio 166, and deed dated October 11, 1939, and recorded in Liber J.H.H. 207, folio 418:

5th: That the complainants have entered into an agreement with Roland A.Brown dated February 28, 1949, to purchase 4.97 acres, more or less, of the aforesaid property, at and for the sum of Six Hundred Twenty-Five Dollars ($625.00), which your orator and oratrix are advised, and therefore aver, is a fair and reasonable price for said property, and desire to exercise the agreement; and it would be for the best interests and advantages of both the respondent and the complainants that the aforesaid land be sold to Roland A. Brown. The Complainants file herewith a copy of a plat of said property, to be sold by J.R.McCrone, Surveyor, in February 1949,

marked "Complainants' Exhibit C", and a copy of the contract marked "Complainants' Exhibit D", 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 real estate contracted to be sold.

(b) That the agreement be ratified and confirmed by this Honorable Court and a Trustee be appointed for the purpose of consummating the same and transfering the estate of the said infant and the interest of the other parties to the vendee.

(c) That the proceeds of sale may be brought into Court for distribution under its order in accordance with respective rights and interests of the parties hereto.

(d) That your orator and your oratrix 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 to the respendent Mary Louise Smith, sometimes known as Mary Louise Schmidt, in care of her mother Bertha Smith, whose Post Office Address is St. Margarets, R.F.D. No. 2,Annapolis, Maryland, commanding and directing her to be and appear in this Honorable 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.

William W. Townshend, Jr., Solicitor

for Complainants,
Towns-Worth Bldg.,Annapolis, Md.

Filed March 3", 1949

COMPLAINANTS' EXHIBIT A

THIS DEED, Made this 27th day of March in the year Nineteen Hundred and Nine by James E. Tate and Lela I. Tate, his wife, formerly of Anne Arundel County, Maryland, of the first part and William Schmidt, of Anne Arundel County, Maryland, of the second part.

Witnesseth That for and in consideration of the sum of One Thousand and Fifty Dollars ($1,050) the parties of the first part have bargained and sold, and by these presents do grant and convey unto the said William Schmidt his heirs and assigns in fee simple, the following tract of land situate in the Third Election District of Anne Arundel County, Namely:

ALL that tract of land which was conveyed to Lela I. Tate party of the first part by the Farmers National Bank of Annapolis, and James R. Brashears, Trustee by deed dated the Twelfth day of January in the year Nineteen Hundred and three and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 28, folio 387, which said property in the said deed is fully and particularly described by metes and bounds courses and distances as laid down on a survey thereof made by John Duvall, Surveyor, on November 25, 1880, and thereon styled part of "Selbys Lot", and described as follows:

BEGINNING for the same at a bounded stone the fourth original boundary of the land called "Selbys Lot" and running thence due North 187 prs. to a post, being a boundary of the lands owned by Thomas I. Richardson's heirs, thence running with and bounding on the said land North 89 degrees 30 minutes East 114 3/4 prs. to another post, set in the first line of the aforesaid land called "Selby's Lot" thence running with and bounding on said line as follows: South one degree West 186 3/4 prs. to a bounded stone of said land,being also a boundary of the lands owned by Samuel Richardson's heirs, and running from thence

and bounding on said lands, as follows: South Eighty-nine degrees fifteen minutes West 112 prs. to the beginning stone, Continuing; One Hundred and Thirty-Two and one half acres of land, and being the same property which was afterwards sold by the parties of the first part to a certain Joseph H. Frantum, Junior, and conveyed to him by deed dated the Nineteenth day of October in the year Nineteen Hundred and Three, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 34, folio 177, and which said property was by the said Joseph H. Frantum, Jr., and wife, mortgaged to the said Lela I. Tate to secure a portion of the purchase money of the said property remaining unpaid, which said mortgage was afterwards in default, and by proceedings duly had in the Circuit Court for Anne Arundel County, in No. 2892 Equity, In the Matter Of the Sale of the Mortgaged Real Estate of Joseph H. Frantum, Jr., was sold to Nicholas H. Green, Attorney under said mortgage to the said James E. Tate which said sale was duly reported to and ratified by the Circuit Court for Anne Arundel County in Equity in the above entitled cause No. 2892 Equity and which said property was afterwards granted and conveyed to the said James E. Tate by Nicholas H. Green Attorney under the aforesaid mortgage from Frantum and wife, by deed dated the Second day of March in the year Nineteen Hundred and Seven and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 54, folio 190.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said William Schmidt, his heirs and assigns in fee simple.

AND the parties of the first part do hereby authorize Charles L. Tate of Anne Arundel County, Maryland, to receive the purchase money for the property hereby conveyed without any liability on the part of the purchaser to see to the application thereof.

WITNESS our hands and seals

Test John M. Hoover,
Notary Public

James E. Tate (Seal)
Lela I. Tate (Seal)

STATE OF NORTH CAROLINA, COUNTY OF GASTON:

I Hereby Certify, that on this 27th day of March in the year Nineteen Hundred and Nine, before me, the subscriber, a Notary Public of the State of North Carolina, in and for Gaston County, personally appeared the above named James E. Tate and Lela I. Tate, his wife, and they acknowledged the aforegoing deed to be their act and deed.

WITNESS my hand and Notarial Seal.

(Notary Seal) John M. Hoover, Notary Public.

Recorded 30 March, 1909.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber G.W. No. 66, folio 390, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 28th day of February, A. D., 1949.

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

Filed March 3, 1949

COMPLAINANTS EXHIBIT B

In the Name of God, Amen!

I, William Smith of Anne Arundel County,in the State of Maryland, being of sound and disposing mind, memory and understanding, considering the uncertainty of the time thereof and desiring to settle my worldly affairs in the manner seeming best to me before it pleases Almighty God to call me hence, do make, publish and declare the following as my last will and testament, that is to say: First and principally I commit my Soul unto the hands of Almighty God, who gave it, and my body to the earth to be decently buried in the discretion of my executor hereinafter named.

After the payment of all my just and lawful debts due and owing at the time of my death, my funeral expenses and other charges.

Item: I give and bequeath to my beloved wife Birdie Smith the sum of Five Hundred dollars absolutely.

Item: I give, devise and bequeath all the rest and residue of my property, real,personal and mixed of every description and wherever situate unto my beloved wife Birdie Smith, to have and to hold for the period of her natural life, or until she re-marries and no longer.

Item: Upon the death or re-marriage of my said wife Birdie Smith, I give, devise and bequeath all the aforesaid residue of my property, real, personal and mixed, of every description and wherever situate, to my four children, Frank Smith, John Smith, Anthony Smith and Cecelia Smith, to be divided among them equally share and share alike, the child or children of any of my children deceased to take the share of the parent, per stirpes and not per capita.

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

In Witness Whereof I have hereunto set my hand and affixed my seal this fifteenth day of November Anno Dominii Nineteen hundred and thirty.

WM. SMITH (SEAL)

Signed, Sealed, Published and Declared by the above named testator William Smith as his last will and testament in our presence who at his request, in his presence and in the presence of each other have hereunto set our hands as witnesses thereto this fifteenth day of November, Anno Dominii Nineteen hundred and thirty.

Eugene P. Childs

Myrtle Sturm

Nicholas H. Green.

Anne Arundel County, Ss:

On the 28" day of March, 1939, came M. Clare M. Green and made Oath in due form of law that she does not know of any Will or Codicil of William Smith late of said County, deceased, other than the above instrument of writing and that the same was in the custody of her office since the time it was executed. William Smith died on or about the 21" day of March, 1939.

Sworn to in open Court

Test: R. Glenn Prout, Register of Wills for Anne Arundel County.

By Clemence C. Burwell, Clerk.

Anne Arundel County, Ss:

On the 28" day of March, 1939, came Eugene P. Childs & Myrtle Sturm two of the subscribing witnesses to the aforegoing last Will and Testament of William Smith late of said County, deceased, and made oath in due form of law that they did see the Testator sign and

seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of their apprehension of sound and disposing mind, memory and understanding, and thay they together with Nicholas H. Green, who is now dead, subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to in open Court.

Test: R. Glenn Prout, Register of Wills for Anne Arundel County,
By Clemence C. Burwell, Clerk.

Anne Arundel County, Ss.

On this 28" day of March, A.D. 1939, personally appeared M. Clare M. Green, who on oath says that she is well acquainted with Nicholas H. Green and that affiant knows his handwriting having often seen him write; that after examining the signature of Nicholas H. Green on the paper writing purporting to be the last Will and William Smith, deceased, late of Anne Arundel County, Maryland, declares the same to be in the handwriting of said Nicholas H. Green and it is well known to affiant that said Nicholas H. Green is deceased.

M. Clare M. Green

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

R. Glenn Prout, Register of Wills of Anne Arundel County.
By Clemence C. Burwell, Clerk.

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of William Smith late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 28" day of March, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said William Smith, deceased.

Maynard Carr
Judges: Owain E. Owens
William B. Elliott

The Executor appointed by the above Will having died, and the Widow, Bertha Smith and her two adult children Frank V. Smith and Cecilia Miller having renounced and in their renunciation, requested that letters of administration c.t.a. be granted Eugene P. Childs.

Petition for letters of administration c.t.a. having been filed by Eugene P. Childs, it is therefore this 28th day of March, 1939, ORDERED by the Orphans' Court of Anne Arundel County that Letters of Administration c.t.a. be granted to Eugene P. Childs upon his filing corporate bond in the penalty of $20,000.00.

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

STATE OF MARYLAND ANNE ARUNDEL COUNTY:

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the original papers of the Orphans' Court of Anne Arundel County, do

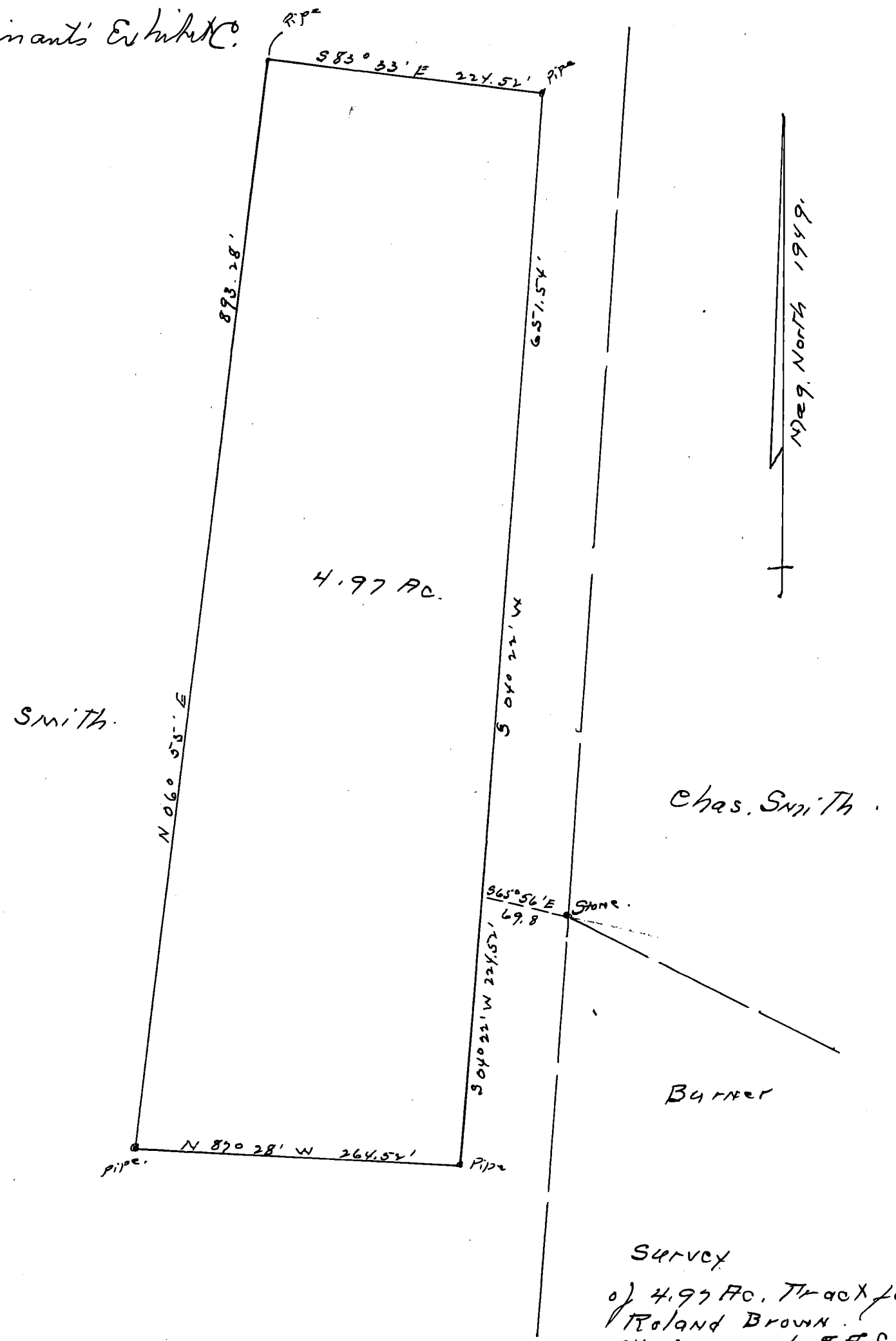
hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of William Smith, late of said County, deceased together with proof and probate thereof taken from the original, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 2nd day of March in the year of our Lord, nineteen hundred and forty-nine.

(ORPHANS COURT SEAL) R. Glenn Prout, Register of Wills for Anne Arundel County.

Filed 3 March, 1949

Complainants' Exhibit C.



Survey of 4.97 Ac. Tract for Roland Brown. St. Margarets A.A. Co. Md. Scale 1" = 100' Feb. 1948. Survey By J. R. McCrone Jr. Annapolis, Maryland.

No. 96.48 Equity.

(Seal)

Filed March 3rd 1949.

J.H.H. No. 66 EQUITY

COMPLAINANTS EXHIBIT D. EXAM. EXH.

CONTRACT OF SALE

OFFICIAL CONTRACT OF THE ANNE ARUNDEL COUNTY REAL ESTATE BOARD, INC.

THIS AGREEMENT, Made this 28th day of February 1949, by and between Anthony Smith and Bertha Smith, of the first part, hereinafter called Vendor, and ROLAND A. BROWN 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 Third Election District of Anne Arundel County, Maryland, and described as follows:

All that lot containing 4.97 acres, more or less, as surveyed by J. R. McCrone, Surveyor, in February, 1949, and being part of the Schmidt property as recorded in the Land Records of Anne Arundel County, in Liber G.W. 66, folio 390.

At and for the price of SIX HUNDRED TWENTY-FIVE Dollars, of which Fifty Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: Balance in sixty (60) days.

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 the essence of this Agreement, and if the terms hereby 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.

Witness:	Roland A. Brown	(SEAL)
May F. Brennan	Bertha Smith	(SEAL)
	Anthony Smith	(SEAL)

Filed March 3, 1949.

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The Petition of William W. Townshend, Jr., Attorney and Solicitor, respectfully represents:

First: That this Honorable Court has obtained jurisdiction over the infant, Mary Louise Smith, defendant, as evidenced by the return of Joseph Alton, Sheriff, and as will appear more fully by reference to these proceedings.

Second: That the said infant defendant has no legal guardian.

WHEREFORE your Petitioner prays that this Honorable Court appoint a guardian ad

litem to appear and answer for said infant defendant and suggests that Louis Strauss who has no interest whatsoever in this suit be appointed guardian ad litem.

And as in duty bound,

William W. Townshend, Jr.,
Solicitor for Complainants.

Filed 9 March, 1949

ORDER OF COURT

Upon the aforegoing Petition it is this 10th day of March 1949, by the Circuit Court for Anne Arundel County, in Equity, ordered that Louis Strauss be, and he is hereby appointed guardian ad litem for the infant defendant named in the aforegoing Petition, and is hereby directed to appear and file in her behalf.

Benjamin Michaelson, Judge.

Filed 10 March, 1949

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The Answer of Mary Louise Smith, infant defendant named in the Bill of Complaint in this suit against her exhibited by Louis Strauss, the duly appointed guardian ad litem, respectfully represents unto your Honors:

That this defendant being an infant under the age of 21 years, can neither admit nor deny the allegations set forth in said Bill of Complaint and therefore submits her rights to the protection of this Honorable Court.

And as in duty bound.

Louis Strauss, Guardian ad litem.

Filed 10" March, 1949

PETITION TO TAKE TESTIMONY

To the Honorable, the Judges of said Court:

The Petition of the complainants, by William W. Townshend, Jr., their Attorney, respectfully shows:

First: That the infant defendant, Mary Louise Smith, has been duly summoned.

Second: That an answer has been filed for the infant defendant, Mary Louise Smith, by her guardian ad litem, and this cause is now ready for the taking of testimony in support of the allegations in the bill of complaint.

WHEREFORE, 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.

William W. Townshend, Jr.,

Filed 10 March, 1949

O R D E R.

ORDERED, this 11th day of March in the year 1949, 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.

Behjamin Michaelson,
Judge.

Filed 11" March, 1949

J.H.H. NO. 66 EQUITY

TESTIMONY ON BEHALF OF PLAINTIFFS

PRESENT:-

Mr. William W. Townshend, Solicitor for Plaintiffs.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

T. Carroll Worthington, ---------2 to 3

Anthony G. Smith, ----------4 to 7

Mr. Clerk:- Please file. Jno. S. Strahorn, Examiner.

COSTS:

JDS-----$5.00
JSS-----$8.00

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:-

(Townshend)

1. State your name, residence and occupation?

A. T. Carroll Worthington,Realtor, Towns-Worth Building,Annapolis, Md.

2. You are in the real estate business?

A. I am.

3. In connection with your real estate business do you make appraisals?

A. I do.

4. How often do you make appraisals in connection with your real estate work?

A. Two or three times a week.

5. Did you have occasion recently to visit the farm of Mrs. Bertha Smith to make appraisal of her property?

6. I did.

6. What property did Mrs Smith ask you to make an appraisal of?

A. 4.97 acres out of her farm in the 3rd District of Anne Arundel County, Md. of 132½ acres which she owned there.

7. I show you a plat filed herein, can you identify that?

A. I do.

°°°°Plat filed as Exam. Exh. 3.

8. That shows the 4.97 acre tract you appraised for Mrs. Smith?

A. It is.

9. Will you further identify and locate it?

A. It is situate in St. Margaret's section on Broad Neck Road adjoining the property of Howard Burner and has no frontage on the County Road.

10. How far would you preseume the distance is from this property is to the Sandy Point Road?

A. Be less than a mile, about 3/4 of a mile.

11. What in your opinion, is the fair appraisal value of the 4.97 acres?

A. $497, $100 per acre.

12. Is the property improved?

A. No, it is unimproved.

13. Do you think it is to the best interest of the parties to this suit and especial-

ly the infant, to sell the property this 4.97 acres, a part of the tract of 132½ acres?

A. I do.

14. Why do you say that?

A. I think they are getting a good price now, they will not be able to get later, and the selling of this piece will not hurt or jeopardize a sale of the other part of the farm, and will give them that much income now when they need it.

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

A. No.

T. Carroll Worthington,

Anthony G. Smith,or Schmidt, being first duly sworn, deposes and says:-

(Townshend)

1. State your name and residence?

A. Anghony G. Smith, Anne Arundel County, Md.

2. You are a party Plaintiff to this case?

A. Yes.

3. Who was William Smith or Schmidt?

A. My father.

4. Is he living?

A. No, he is dead.

5. Do you recall when he died?

A. April, 1939.

6. Who did William Smith, your father, leave as his heirs surviving him?

A. His wife, Bertha Smith,or Schmidt, my brothers Frank, and John, my sister Cecelia Miller, and my sister Mary Louise and myself, Anthony.

7. Are these all the heirs at law of your father?

A. Yes.

8. Are they all of age?

A. All are except my youngest sister, Mary Louise.

9. How old is she?

A. Fifteen years old.

10. Where is she living?

A. With her mother and me.

11. Did your father die seized and possessed of real estate in this County?

A. Yes.

12. Will you identify this paper filed herein as Exgibit A.?

A. This is a deed for the property which my father owned in his life time containing 132½ acres, which was conveyed to him from James E. Tate and wife on 27th of March, 1909.

°°°°°Filed as Exam. Exh. 1.

13. The deed is made to William Schmidt?

A. That's right.

14. The family is now using the name of Smith?

A. Yes.

15. At the time of your father's death did he leave a Will?

A. Yes.

16. Will you identify this paper?

A. That is my father's will, it is in the name of William Smith.

°°°°Filed as Exam. Exh. 2.

17. The property named in the deed filed herein is the same property which he owned and occupied during his life time, and the same mentioned in his Will?

A. Yes.

18. Will you explain how your family assumed the name of Smith?

A. Only thing I can remember and was told that when my father came from Europe and got his papers here, the Judge put his name down as Schmidt and I guess my father just understood it to be Smith, and far as I can remember he just took the name of Smith and always used that name. He was married after he bought the property.

19. The tract of land that is being sold to Mr. Brown comes out of the 132½ acres originally conveyed to your father under the name of Schmidt?

A. Yes.

20. Who now owns the 132½ acre tract?

A. My mother, my youngest sister and myself.

21. How did the other children dispose of their interests in the property?

A. My mother purchased it from them, they were of age.

22. The deeds from these children to your mother are recorded among the Land Records of Anne Arundel County?

A. Yes.

23. Your youngest sister, Mary Louise, was not mentioned in your father's will?

A. No.

24. You say your father died around 1939?

A. That's correct.

25. Will you look at this Will and tell me the date your father signed his Will?

°°°°°Exam. Exh. 3.

A. November 15th, 1930.

26. When was your sister Mary Louise born?

A. February 7th, 1934, she was born after he had made his Last Will and Testament.

27. You have been advised that your sister being born after the Will of your father was made, she has a legal interest in his property?

A. Yes.

28. Has your father's estate been closed?

A. Yes.

°°°°°Certificate of Register of Wills filed showing the estate has been settled, Exam. Exh. 5.

29. You and your mother have entered into a Contract with Roland Brown for the sale to him of 4.97 acres herein described from the whole tract of 132½ acres?

A. Yes.

30. What is the sale price of the 4.97 tract?

A. 125 per acre or $625.

31. You have heard Mr. Worthington testify the fair appraisal of this particular land would be $100 per acre?

A. Yes.

32. In your opinion is the price mentioned in the Contract a fair price?

A. Yes, I think the Contract price is.

33. You, as one of the owners, are willing to sell it at that price?

A. Yes.

34. Do you think it is to the best interest and advantage of your infant sister, Mary Louise, that the 4.97 acres be sold at this price?

A. Yes I do.

35. Why do you say it is to her best interest?

A. We have so much land over there, it is more that I can work and it is just depreciating all the time, and in later years probably would not bring that price at all. I am the only support of my mother and sister and the money can be used now for other purposes.

36. What is this paper, can you identify it?

A. That is the Contract with Mr. Brown.

°°°°°Filed as Exam. Exh. 4.

37. This piece of property of 4.97 acres is unimproved?

A. Yes.

38. Is it yielding any income?

A. No, it is not being worked?

To the general question under the rule the witness says:

A. Nothing I can think of now.

Anthony G. Smith.

There being no other witneses to be examined at this time on behalf of the Plaintiff, 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 March, 1949.

Jno. S. Strahorn, Examiner.

Filed 14" March, 1949

EXAMS. EXH. 5, J.D.S.

March 2, 1949

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS.

I, R. Glenn Prout, Register of Wills of Anne Arundel County, do hereby certify that Eugene P. Childs, Administrator c.t.a. of the Estate of William Smith who died 3/21/39,has paid to the State of Maryland as Inheritance Tax the following:

(a) Total Tax imposed on personal estate $157.43; on real estate $24.80.

(b) Amount of discount allowed None.

(c) Amount of penalties and interest None

(d) Total amount actually paid in cash $182.23

(e) Date of payment. 10/9/39

And I hereby further certify no Claim for Refund of such tax, or any portion thereof, is pending, nor has any refund of said tax, or any portion thereof, been authorized.

(ORPHANS'COURT SEAL) R. Glenn Prout, Register of Wills.

Filed 14 March, 1949

SUBMISSION FOR DECREE

There being no further testimony, the above case is submitted for a decree, hereby waiving the right to file exceptions and the rule and statutory provisions requiring the

testimony herein to "lay" for ten days.

William W. Townshend, Jr.,
Solicitor for Plaintiff.
Louis M. Strauss,
Guardian ad litem.

Filed 14" March, 1949

D E C R E E

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

WHEREUPON, it is ordered this 16th day of March, 1949, by the Circuit Court of Anne Arundel County, sitting in Equity, that the contract of sale to Roland A. Brown, be ratified and confirmed, and that the real estate mentioned, to wit: 4.97 acres be sold to Roland A. Brown at and for the sum of Six Hundred Twenty-Five Dollars ($625.00), and that William W. Townshend,Jr., Trustee, be and is hereby appointed to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of the Court a bond to the State of Maryland, executed by himself, with a surety or sureties to be filed with the Clerk of the Court in the penalty of One Thousand Dollars ($1,000.00), conditioned on the faithful performance of trust reposed in him by this Decree, or which may be reposed in him by any further order or decree, in the premises. He shall proceed to make the said sale for cash, provided that the payment therefor shall be as follows:

Deposit of $50.00 shall be paid to the Trustee within five days after filing of the aforesaid bond; 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 the ratification is caused by some act on the part of the purchaser.

And as soon as it may be convenient after the payment of the aforesaid $50.00, the Trustee shall return to this Court a full and particular account of the 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 payment of the whole purchase price (and not before) the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser, his heirs, the property and estate to him sold free and clear and discharged from all claim of the parties hereto Complainants 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.

BENJAMIN MICHAELSON, A. J.

Filed 16" March, 1949

GLOBE INDEMNITY COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS; That we, William W. Townshend, Jr.,as Principal, and the Globe Indemnity Company of New York, a body corporate of the State of New York, authorized to do 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 17" day of March, 1949.

WHEREAS, by virtue of a power of sale contained in a decree of the Circuit Court of Anne Arundel County, dated March 16", 1949, in a cause entitled "Bertha Smith, et al. vs Mary Louise Smith, No. 9648 Equity", the said William W. Townshend,Jr., is authorized and empowered to make sale of the property described in said proceedings and the said William W. Townshend,Jr., is about to execute said power and make sale of the property described as aforesaid in said proceedings.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, William W. Townshend, Jr., 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 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:
Katharine H. McCutchan
(Corporate Seal)

William W. Townshend, Jr., (SEAL)
GLOBE INDEMNITY COMPANY,a body corporate,
By John H. Hopkins, IV.
Attorney-in-Fact.

Filed & Approved this 17th day of March, 1949.
John H. Hopkins, 3rd, Clerk.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of William W. Townshend, Jr., 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 Roland A. Brown the property mentioned in these proceedings at private sale for the sum of Six Hundred and Twenty-Five Dollars ($625.00), that is to say, 4.97 acres of land, and described as follows:

ALL that tract or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, sold under a Contract of Sale to Roland A. Brown, as follows:

BEGINNING for the same at a stake in the East line of the herein described property, said stake being located North 65° 56' West, 69.8 feet from a stone, said stone being at the Northeasternmost corner of a conveyance from Orlando Duvall and wife, to Howard E. Burner and Marguerite, his wife, by deed dated February 6, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, folio 436; said stone also being in the East line of the conveyance from James E. Tate and Lela, his wife, to William Schmidt, by deed dated March 27, 1909 and recorded among said records in Liber G.W. 66, folio 390; and running from the beginning point so fixed and approximately parallel to said East line, South 04° 22' West 224.52 feet to a pipe; North 87° 28' West, 264.52 feet to a pipe; and North 06° 55' East, 893.28 feet to a pipe and South 83° 33' East, 224.52 feet to a pipe, said pipe being approximately 68 feet Westerly from the aforesaid East line; thence South 04° 22' West 651.54 feet to the place of beginning. Containing 4.97 acres.

Being a 4.97 acre tract entirely within the boundary of the above mentioned conveyance

from James E. Tate and wife to William Schmidt, of which it is a part and having a right of way through said lands to the County Road; and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in February, 1949.

THAT the Purchaser has paid Fifty Dollars ($50.00) 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.

William W. Townshend, Jr., Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15 day of March, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., 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) May F. Brennan. Notary Public.

Filed March 17", 1949

ORDER NISI

ORDERED, this 17" day of March, 1949, That the sale of the property mentioned in these proceedings made and reported by William W. Townshend,Jr., Trustee, BE RATIFIED AND CONFIRMED, UNLESS CAUSE to the contrary thereof be shown on or before the 18" 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 18th day of April, next. The report states that the amount of sales to be $625.00.

John H. Hopkins, 3rd, Clerk.

Filed 17 March, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 13, 1949.

We hereby certify that the annexed Order Nisi - Eq.,#9648 Sale -Bertha Smith- 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 18th day of April, 1949. The first insertion being made the 18th day of March, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

E.C. 4288. By R. Lucile Brown.

Filed 20" April, 1949

FINAL ORDER

ORDERED BY THE COURT, This 20th day of April, 1949, 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.

Benjamin Michaelson, A. J.

Filed 20 April, 1949

AUDITOR'S REPORT AND ACCOUNT

To The Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. April 22, 1949,

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Bertha or Birdie Smith, sometimes known as Bertha Achmidt, et al vs Mary Louise Smith, sometimes known as Mary Louise Schmidt,

		in ac.
To Trustee for Commissions, viz:	40.25	40.25
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	22.25	
Joseph W. Alton - Sheriff's costs	1.45	
John S. Strahorn - Examiner's fee	8.00	
Juliet D. Strahorn - Stenographer	5.00	
Louis M. Strauss - Guardian ad Litem	4.00	
Auditor - stating this account	9.00	59.70
To Trustee for Expenses, viz:		
Capital-Gazette Press- Order nisi (sale)	5.00	
Capital-Gazette Press - Order Nisi (acct)	5.00	
Glove Indemnity Co. - bond premium	10.00	
Clerk of Court - certified copy of deed	1.75	
Register of Wills - certified copy will	3.00	
One-half Federal revenue stamp	.55	
One-half State revenue stamps	.55	
May F. Brennan - notary fee	.50	26.35
BALANCE FOR DISTRIBUTION - $500.20		
Distributed as follows to heirs and devisees of William Schmidt:		
Bertha Schmidt (or Smith) - three-fifths	300.12	
Anthony J. Schmidt (or Smith),son, subject to life estate therein of Bertha Schmidt (or Smith)-one-fifth	100.04	
Mary Louise Schmidt (or Smith) daughter,subject to life estate therein of Bertha Schmidt (or Smith) -one-fifth	100.04	500.20
		626.50

WITH William W. Townshend,Jr., Trustee

1949			Cr.
Apr. 20	Proceeds of Sale (contract dated 2/28/49)	625.00	625.00
	Refund 1949 State and County taxes	1.50	1.50
			626.50

Filed 26" April, 1949

ORDER NISI

ORDERED, This 26" day of April, 1949, That the Report and Account of the Auditor,filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28" day of 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 28th day of May next.

John H. Hopkins, 3rd, Clerk.

Filed 26" April, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 1, 1949

We hereby certify, that the annexed Order Nisi Eq. #9648- Auditors Account-Bertha Smith - 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 28th day of May, 1949. The first insertion being made the 27th day of April, 1949.

THE CAPITAL GAZETTE PRESS, INC.

Eq

E.C. 3484

By R. L. Brown

Filed 6" Sept. 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 7th day of September, 1949, 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.

BENJAMIN MICHAELSON A. J.

Filed 7 September, 1949

Eq

FOR PREVIOUS REFERENCE SEE

J.H.H. NO. 57, Folios 224 to 257, incl.

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT FOR
JOSEPH M. BRIAN, III,	:	ANNE ARUNDEL COUNTY
AN INCOMPETENT.	:	Case No. 8331 Docket 11-276

PETITION AND ORDER

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee for Joseph M, Brian,III, respectfully represents:

1. By an order of this Court passed on the 22nd day of April, 1942, he was appointed Committee of the person and estate of the said Joseph M. Brian,111, and has filed his approved corporate bond with the Clerk of this Court.

2. That said incompetent is now about 70 years of age and is under the care and charge of your petitioner, and is now a patient at the Spring Grove State Hospital in Baltimore County.

3. As will appear from the proceedings in this case, the estate of said incompetent consists of an undivided one-half interest in a large tract of ground in the Fifth Election District of Anne Arundel County, which is unproductive, and your petitioner further alleges that the said Joseph M. Brian, III, has no income whatsoever save that which can be procured from said property, and that there is no income sufficient to meet the principal of the mortgage debts with which the property is encumbered and the interest thereon, nor the taxes, nor for the maintenance and support of said incompetent or the payment of the costs of this proceeding and other reasonable and proper expenses which have been or may from time to time be incurred by your Committee.

4. That it is advisable, therefore, to sell the interest of said incompetent in a part of his real estate,for the purposes above set forth, and that it would be to

his advantage and benefit so to do.

5. Margaret B. Baer, the owner of the other undivided one-half interest in the aforesaid tract of land, and Robert N. Baer, Committee, have agreed to sell a parcel of said land to William G. Koch (subject to the ratification by this Court as to the sale of said incompetent's interest therein), containing six acres of land and described as follows:

BEGINNING for the same at a point where the Northeast side of the Generals Highway (or Old Annapolis Boulevard) intersects the Southeast side of the Belle Grove Inn Road (or Camp Meade Road); thence with the Southeast side of said Belle Grove Inn Road, North 15 degrees o5 minutes East 297.27 feet to intersect the northernmost outline of the whole 339 acre tract formerly owned by Joseph M. and Elizabeth Brian; thence with a part of this North outline, as corrected for magnetic variation, South 66 degrees 10 minutes East 890.63 feet; thence leaving said outline and running South 72 degrees 40 minutes West 837.60 feet to the Northeast side of the first mentioned Generals Highway; thence with the Northeast side of the same, North 17 degrees 20 minutes West, 318 feet to the place of beginning.

Containing 6 acres and being a part of the whole first mentioned tract of land formerly owned by Joseph M. and Elizabeth Brian; as surveyed by J. R. McCrone,Jr., Registered Professional Engineer and Land Surveyor, in April 1945. (a plat thereof being attached to the contract hereinafter referred to).

Said parcel of land was sold at and for the price of Three Thousand Five Hundred Dollars ($3,500.00) of which Eight Hundred and Seventy-five Dollars has heretofore been paid and the balance to be taken by way of purchase money mortgage for the sum of Twenty-six Hundred and Twenty-five Dollars ($2625.00), upon the terms set forth in the contract of sale therefor, which is attached hereto and prayed to be made a part of this petition.

6. Your petitioner believes that the price obtained for said property so agreed to be sold is fair and reasonable and is as much as he can obtain for the same, and he files herewith the certificate of two real estate brokers familiar with property values in Anne Arundel County, certifying thereto.

WHEREFORE your petitioner prays this Honorable Court to pass its order authorizing him to sell the interest of said incompetent in and to the property hereinabove described, in accordance with the provisions of Section 127 of Article 16 of the Code of Public General Laws of Maryland, the sale price for the said property being Thirty-five Hundred Dollars, in which the said incompetent has an undivided one-half interest; and that this Honorable Court ratify and approve the sale herein reported and the contract hereto attached; one-half of the net proceeds of said sale and one-half of the mortgage debt to be accepted in part payment as provided in said contract to be subject to the order of this Court.

AND AS in duty bound, etc.

Robert N. Baer,

Committee for Joseph M.Brian, III.

STATE OF MARYLAND, CITY OF BALTIMORE, SS;

I HEREBY CERTIFY that on this 23rd day of November, 1945, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared ROBERT N. BAER, the petitioner in the aforegoing petition, and made oath in due form of law that the matters and facts set forth therein are true.

WITNESS my hand and notarial seal.

(Notarial Seal) Irma M. Bienemann, Notary Public.

I hereby consent to the passage of the order as prayed.

Margaret B. Baer.

WE, THE UNDERSIGNED, real estate brokers of more than ten years' experience and familiar with property values in Anne Arundel County, do hereby certify that in our opinion the price of Thirty-five Hundred Dollars for the lot of ground herein described and sold by Margaret B. Baer and Robert N. Baer, Committee, unto William G. Koch, as set forth in the contract attached, is a fair and reasonable price for said property.

John Martin Sandel

Frankie Wilson

AGREEMENT

THIS AGREEMENT, made this 5th day of November, 1945,by and between ROBERT N. BAER, Committee of Joseph M. Brian,3rd,, and MARGARET B. BAER, widow, both of Baltimore County, State of Maryland, parties of the first part; and WILLIAM G. KOCH, party of the second part.

WITNESSETH that the said parties of the first part do hereby bargain and sell unto the said party of the second part, subject to the ratification of the Circuit Court for Anne Arundel County, and the latter does hereby purchase from the former, the following described property located in the Fifth Election District of Anne Arundel County, State of Maryland:

BEGINNING for the same at a point where the Northeast side of the Generals Highway (or Old Annapolis Boulevard) intersects the Southeast side of the Belle Grove Inn Road (or Camp Meade Road); thence with the Southeast side of said Belle Grove Inn Road, North 15 degrees 05 minutes East,297.27 feet to intersect the northernmost outline of the whole 339 acre tract formerly owned by Joseph M. and Elizabeth Brian; thence with a part of this North outline,as corrected for magnetic variation,South 66 degrees 10 minutes East, 890.63 feet; thence leaving said outline and running South 72 degrees 40 minutes West, 837.60 feet to the Northeast side of the first mentioned Generals Highway; thence with the Northeast side of the same,North 17 degrees 20 minutes West, 318 feet to the place of beginning.

Containing 6 acres and being a part of the whole first mentioned tract of land formerly owned by Joseph M. and Elizabeth Brian; as surveyed by J. R. McCrone,Jr., Registered Professional Engineer and Land Surveyor, in April 1945; as will appear from the Plat attached hereto and made a part hereof.

SUBJECT TO THE RESTRICTIONS fully and at length set forth in the deed from Robert N. Baer, Committee, et al, to William C. Hoffman,dated November 8, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271,folio 310:

For title see deed from William C. Hoffman and wife to Joseph M.Brian, 3rd, and Margaret B. Baer, dated November 9, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 315.

At and for the price of Three Thousand Five Hundred Dollars ($3,500.00), of which Eight Hundred and Seventy-five Dollars,($875.00) has been paid prior to the signing hereof, the balance to be paid as follows: Upon the ratification of the above sale by the Circuit Court for Anne Arundel County,a purchase money mortgage to be executed by the purchaser to the sellors herein, in the amount of Two Thousand Six Hundred and Twenty-five Dollars ($2,625.00), payable five years after date, with

interest in the meantime at the rate of six per cent. payable semi-annually; said mortgage debt to be amortized in amounts of One Hundred Dollars ($100.00) each six months during the term thereof and the balance due to be paid at the maturity of said mortgage; with the right and privilege to said mortgagor of prepaying any part or all of said principal indebtedness at any time; interest to abate proportionately as and when any such principal payment is made.

And upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the vendee's expense by the vendors, which shall convey the property by a good and merchantable title to the vendee.

Taxes and other public dues and assessments to be paid or allowed for by the vendors to the date of transfer.

Time is the sssence of this contract.

WITNESS the hands and seals of the parties hereto.

Witness: as to R.N.B. and M.B.B.
Irma M. Bienemann.
Witness:
Lillian S. Koch

Robert N. Baer (Seal)
Robert N. Baer, Committee for
Joseph M. Brian, 3rd.
Margaret B. Baer (Seal)
Margaret B. Baer
William G. Koch (SEAL)

See Plat on Page No. 75

Filed Nov. 27, 1945

ORDER NISI

ORDERED, this 27th day of November, 1945, That the private sale of the undivided one-half interest in the 6 acre lot of ground sold to William C. Koch made and reported by Robert N. Baer, Committee for Joseph M. Brian, III, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29th 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 29th day of December next. The report states that the amount of sales to be $1750.00 for the interest of Joseph M. Brian, III, in and to said lot of ground.

John H. Hopkins, 3rd, Clerk.

Filed 27" November, 1945

CERTIFICATE OF PUBLICATION.

Annapolis, Md. December 20, 1945

We hereby certify, that the annexed Order Nisi Joseph M. Brian III was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of December, 1945. The first insertion being made the 29th day of November, 1945.

The CAPITAL-GAZETTE PRESS, INC.
By G. Greve

No. MG. 944

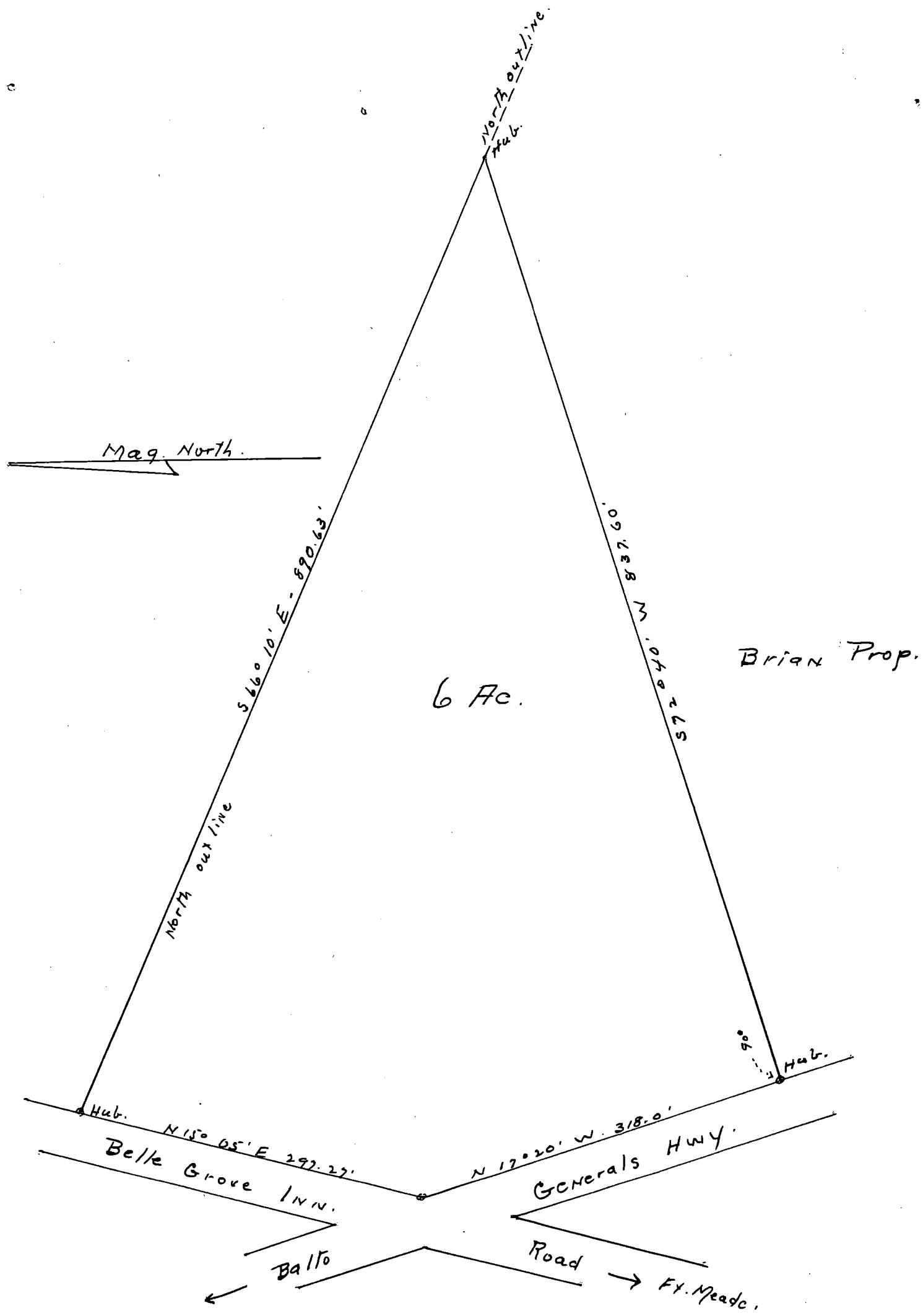
Filed 5 January, 1946

FINAL ORDER

ORDERED BY THE Court, This 11 day of April, 1946, that the private sale made and reported by the Committee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams,
Judge.

Filed 11 April, 1946



Survey.
6 Acre Tract.
Part of Brian
Property.
Scale 1" = 100' April 1945.
J. R. McCrone Jr.
Annapolis, Md.

PETITION, EXHIBIT AND ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Robert N. Baer, Committee of the person and estate of Joseph M.Brian, III, respectfully shows:

1. That he was appointed Committee of the person and estate of Joseph M. Brian, III, in the above entitled cause by order of this Honorable Court passed on the 22nd day of April, 1942 and qualified as such Committee by filing a bond in the penalty prescribed by the Court.

2. That the said Joseph M. Brian,III, and his sister, Margaret B. Baer, are the owners of a tract of land situate on the east and west side of Annapolis Avenue, north and south of Hammonds Lane, and on the north and south side of Hammonds Lane, east of Annapolis Avenue, Anne Arundel County, State of Maryland; title to said tract of land became vested in said Joseph M. Brian, III, and Margaret B. Baer as the only children and heirs at law of their father, Joseph M. Brian, Jr., and their mother, Bessie B. Brian, both of whom were residents of Anne Arundel County, State of Maryland, and died intestate on the 28th day of December, 1910 and the 14th day of December 1922, respectively.

3. That prior to the filing of this Petition, your Committee, with the approval of this Court, and the agreement of the said Margaret B. Baer, sold three parcels of land to W. C. Hoffman, Frank J.Nowicke and Josephine Adamsky which are situate on the east side of Annapolis Avenue south of Hammonds Lane; that said purchasers desire to obtain electric service to their respective properties and the Consolidated Gas Electric Light and Power Company of Baltimore is ready and willing to extend said electric service to said purchasers' properties, but under its conditions of service filed with the Public Service Commission of Maryland,an easement is required for its lines.

4. Your Committee and Margaret B. Baer propose to sell off other building lots from said whole tract of land, and your Committee believes it will facilitate the sale of the lots if an easement is granted to said Consolidated Gas Electric Light and Power Company of Baltimore, giving it the right to extend both its electric lines and gas mains into said property. The form of Easement which your Committee proposes to execute with the said Margaret B.Baer is attached hereto and marked Exhibit "A" and made a part hereof.

TO THE END THEREFORE YOUR COMMITTEE PRAYS:

That this Honorable Court may be pleased to pass an order authorizing and directing your Committee to execute an agreement granting and conveying an easement to the Consolidated Gas Electric Light and Power Company of Baltimore for its electric lines, gas mains and pipes, over, through and under the tract of land owned by the said Joseph M. Brian, III, with his sister, Margaret B. Baer.

AND as in duty bound, etc.

Robert N. Baer,
Committee for Joseph M. Brian, III

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 17th day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Robert N. Baer, Committee of the Person and Estate of Joseph M. Brian, III, and made oath in due form of law that the matter and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS MY HAND AND Notarial Seal.
(Notarial Seal)

Irma M. Bienemann, Notary Public

Filed 18 December, 1949

J.H.H. No. 66 Equity

AGREEMENT

AGREEMENT, made this _ day of _, 1945, by and between ROBERT N. BAER, Committee for JOSEPH M. BRIAN,III, and MARGARET B. BAER, widow, herein called the"Grantors", and CONSOLIDATED LIGHT AND POWER COMPANY OF BALTIMORE, a Maryland corporation,herein called the "Grantee."

The Grantors hereby grant to the Grantee, its successors, licensees, and assigns, for value received, the right to construct, operate and maintain electric lines, including the necessary poles, cross-arms,electric and other wires, anchors, guys,conduits and equipment and gas lines, including mains, service pipes and equipment, in, over, under and through the land of the Grantors, all as hereafter described; which said land is situated in the Fifth District of Anne Arundel County, and described as follows:

That tract of land of irregular dimensions situated on the east and west sides of Annapolis Avenue, north and south of Hammond's Lane, and on the north and south sides of Hammond's Lane east of Annapolis Avenue, containing the beds of Annapolis Avenue and Hammond's Lane.

BEING a part of the property which became vested in the said JOSEPH M. BRIAN,III, and MARGARET B. BAER as the only children and heirs-at-law of their father, Joseph M. Brian, Jr.,and their mother, Bessie B. Brian, both of whom were residents of Anne Arundel County and died intestate on the 28th day of December, 1910, and the 14th day of December, 1922, respectively.

SEE also order of the Circuit Court for Anne Arundel County in Equity dated the __ day of __, 1945: Docket No. 11 (Equity) folio 276,authorizing ROBERT N. BAER,Committee, to execute this agreement.

The electric lines and gas lines shall be located along and in the beds of streets, roads, alleys, and other highways and paths and reservations and may be extended to properties adjacent to the above land of the Grantors; electric lines may also be located along rear boundary lines of lots and dividing lines between lots, and wires may be strung between the above mentioned poles and to any building from the nearest pole thereto, all as the proper extension of the service of the Grantee may require and all as said highways, reservations and lots are hereafter laid out, Where necessary anchors may be placed not more than ten feet inside of lot lines.

Together with the right of access at all times to the electric lines and gas lines, the right to trim, top or cut down trees adjacent to the electric lines to provide ample clearance and the right to make necessary openings and excavations for the purpose of examining, repairing, replacing, altering or extending the said lines, provided that all openings or excavations shall be properly refilled and the property left in good and safe condition. There shall not be erected structures of any kind over such lines.

Mention of highways herein is for descriptive purposes only and is not intended as a dedication of the same to public use.

IN WITNESS WHEREOF the Grantors have caused this agreement to be properly executed.

WITNESS:

_____ _____(SEAL)

By _____

Committee for Joseph M.Brian,III

_____ _____(SEAL)

STATE OF MARYLAND CITY OF BALTIMORE, TO WIT:

I hereby certify that on this _ day of _,1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared ROBERT N. BAER, Committee for JOSEPH M. BRIAN,III, and acknowledged the foregoing agreement to be his act and deed.

WITNESS my hand and Notarial Seal.

_____ Notary Public.

STATE OF MARYLAND, _ _ _, TO WIT:

I HEREBY CERTIFY, that on this _ day of _,1945,before me, the subscriber,a Notary Public of the State of Maryland, in and for _ _ aforesaid, personally appeared MARGARET B. BAER,and acknowledged the foregoing agreement to be her act and deed.

WITNESS my hand and Notarial Seal.

_____ _ _

CERTIFICATE

WE, THE UNDERSIGNED, real estate brokers of more than ten years' experience and being familiar with the real estate values and development in Anne Arundel County; and with the real property owned by Joseph M.Brian,III, and his sister, Margaret B. Baer, mentioned in the aforegoing Petition, have examined the form of easement proposed to be executed by Robert N. Baer, Committee for Joseph M. Brian,III, and Margaret B. Baer, granting to the Consolidated Gas Electric Light and Power Company of Baltimore the right to extend electric and gas lines and mains into and over said real property and do hereby certify that in our opinion the granting of the proposed easement will be of benefit to said real property in that it will facilitate the sale and increase the value of same.

John M. Sandel

Frankie Wilson

Subscribed and sworn to before me this 13" day of December, 1945.

(Notarial Seal) James S. Wheeler, Notary Public.

Filed 18" December, 1945

ORDER. NISI.

Upon the aforegoing Petition,Exhibit, Affidavit and Certificate, it is this 18th day of December, 1945.

ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that Robert N. Baer, Committee for the person and estate of Joseph M. Brian,III, be and he is hereby authorized to execute an Agreement in the manner and form set forth in Exhibit "A" attached to the aforegoing Petition, granting and conveying unto Consolidated Gas Electric Light and Power Company of Baltimore an easement to construct, operate and maintain electric lines and gas mains and pipes under,over and through the property mentioned in the aforegoing Petition, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of January next.

True Copy, TEST: James Clark.

John H.Hopkins, 3rd,Clerk. Filed 18 December, 1945.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. January 15, 1946

We, hereby certify that the annexed Order Nisi - Equity 8331- Joseph Brian,III 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 18th day of January, 1946. The first insertion being the 19th day of December, 1945.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 630 By G. Greve

Filed 22" January, 1946

ORDER.

ORDERED BY THE COURT, This 22nd day of January, 1946, that the Order Nisi passed in this cause on the 18" day of December, 1945, be and the same is hereby made final, no cause to the contrary having been shown, although due notice appears to have been given as required by said Order Nisi.

James Clark. _ _

Filed 22 January, 1946.

Petition for Authority to Execute Release of Restrictions Agreement.

The petition of Robert N. Baer, Committee in the above entitled matter respectfully represents:

1. That your petitioner was appointed committee in this matter by order of this Honorable Court on April 22, 1942.

2. That as Committee of the said Joseph M. Brian, III, an incompetent, your petitioner assumed the management and control of an undivided one-half interest in and to a tract of land in the Fifth Election District of Anne Arundel County, State of Maryland, comprising an area of approximately 339 acres, more or less.

3. That one Margaret B. Baer is the owner of the other undivided one-half interest in and to the said parcel of ground.

4. That the title of the said parcel of ground, according to the interest recited above, was conveyed by William C. Hoffman and wife to the said Joseph M. Brian, III, and Margaret B. Baer, by deed dated November 9, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 315, etc.

5. That immediately prior to the date of the execution of the deed above recited, and acting in accordance with an order of this Honorable Court passed in the above mentioned proceedings on October 22, 1942, your petitioner, as Committee is said incompetent, and the said Margaret B. Baer, joined in the execution of a deed to the said William C. Hoffman, dated November 9, 1942, and recorded among the said Land Records in Liber J.H.H. No. 271, folio 310, for the purpose of creating and imposing upon the parcel of land above referred to certain restrictions, covenants, and conditions regarding the use of the property by future purchasers; and in which said deed your petitioner and the said co-owner, Margaret B. Baer, reserved the right, in their absolute discretion, at any time, to change or modify any of the restrictions, covenants, conditions, agreements or provisions contained in the deed by which said restrictions, covenants, conditions, agreements or provisions were imposed or created, as to any part of said land, title to which remained in the incompetent and the said Margaret B. Baer, and to so change or modify said restrictions, covenants, conditions, agreements or provisions as to other land included in the original tract with the consent of the then owners of such land.

6. That, by deed dated October 30, 1945, and recorded among said Land Records in

Liber J.H.H. No. 357, folio 178, your petitioner and the said Margaret B. Baer, sold a part of the said 339 acre tract hereinbefore referred to, unto one William G. Koch. That the parcel of land so conveyed to said William G. Koch, comprised an area of six acres, more or less, and is described as follows:

BEGINNING for the same at a point where the northeast side of the General_Highway (or Old Annapolis Boulevard) intersects the southeast side of the Belle Grove Inn Road (or Camp Mead Road); thence with the southeast side of said Belle Grove Inn Road north 15 degrees 5 minutes east 297.27 feet to intersect the northernmost outline of the whole 339 acre tract formerly owned by Joseph M. Brian and Elizabeth Brian; thence with a part of this north outline as corrected south 66 degrees 10 minutes east 890.63 feet; thence leaving said outline and running south 72 degrees 40 minutes west 837.60 feet to the northeast side of the first mentioned General Highway; thence with the northeast side of the same, north 17 degrees 20 minutes west 318 feet to the place of beginning. Containing 6 acres, more or less.

That the property so conveyed to the said William G. Koch is subject to the restrictions, covenants, conditions, agreements and provisions above referred to.

7. That your petitioner is advised and avers that the said William G. Koch has entered into a contract for the sale of a portion of the six acre tract above referred to unto Peter J. Wendling and Ruth L. Wendling, his wife, and Elmer Brown and Mary Ellen Brown,his wife.

8. That the parcel so sold, by the contract above referred to, comprises an area of .78 acres of land, and is particularly described as follows:

BEGINNING for the same at a point on the east side of the Fort Meade Road at a point located south 15 degrees 05 minutes west 197.27 feet from where the north line of the property conveyed to William G. Koch by Robert N. Baer, Committee, et al, by deed dated April 18,1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 357, folio 178, said property being part of the 339 acre tract formerly owned by Joseph M. Brian and Elizabeth Brian, intersects the Fort Meade Road, and running from the beginning point so fixed and at right angles to the Fort Meade Road, south 74 degrees 55 minutes east 220 feet; thence due south 87 feet; thence south 72 degrees 40 minutes west 215 feet to the east side of the Old Annapolis Road; thence with the same north 17 degrees 20 minutes west 166 feet to a point where the east side of the Fort Meade Road intersects the east side of the Old Annapolis Road; thence with the east side of the Fort Meade Road, north 15 degrees 05 minutes east 100 feet to the place of beginning, being part of the above mentioned conveyance from Robert N. Baer to William G. Koch, and containing .78 acres, according to a survey made by J. R. McCrone,Jr., Registered Professional Engineer and Land Surveyor in April, 1946.

9. That the last above named contract purchasers of the premises lastly described,contemplate the erection upon said premises of an automobile repair and service shop and gasoline filling station.

10. That the said Margaret B. Baer and all of the other owners of the property which has been sold by your petitioner and the said Margaret B. Baer, subject to the legal operation and effect of the aforementioned restrictions, conditions, covenants, agreements and provisions, desire to so change and modify the said restrictions,covenants, conditions,agreements and provisions in such manner as to permit the said contract purchasers to lawfully and legally maintain upon the said land,the aforementioned automobile repair and service shop and gasoline filling station.

11. That your petitioner as Committee of the said incompetent, is desirous of cooperating with the said Margaret B. Baer and the owners of the adjacent property in their desire to so change and modify the aforesaid restrictions,covenants,conditions, agreements and provisions, as to permit the erection upon the premises lastly described, by the aforementioned contract purchasers, of the enterprise above referred to.

12. That a copy of the restrictions, covenants,conditions, agreements and provisions referred to in this petition is already recorded in this proceeding along with the petition upon which the Order of Court, dated October 22, 1942, hereinbefore referred to, was signed by the presiding Judge of this Honorable Court.

13. That your petitioner is advised that his assent to the change or the modification of the aforementioned restrictions, covenants,conditions,agreements and provisions can only be effective if he is authorized so to do by Order of this Honorable Court.

14. That your petitioner avers that in his best judgment and discretion, the modification and changing of the said restrictions, covenanrs, conditions, agreements and provisions will in no wise adversely effect the interest of the incompetent, but that, on the contrary, the establishment of the enterprise referred to in this petition will be beneficial to the present occupants and owners of the land referred to in the original deed by which the restrictions,covenants,conditions,agreements and provisions were created, and to the sale of the land which remains in the ownership of the said incompetent and said Margaret B. Baer.

WHEREFORE your petitioner prays that an order may be passed authorizing your petitioner, as Committee of Joseph M. Brian, III, an incompetent, to join in the execution, with the said Margaret B. Baer, and the owners of the adjacent and surrounding property affected by said restrictions, covenants, conditions, agreements and provisions, of an agreement or deed for the purpose of so changing and modifying the aforesaid restrictions,covenants, conditions, agreements, and provisions as to permit the erection upon the land herein lastly described of the automobile repair and service shop and gasoline filling station.

As in duty bound, etc.

Leatrice A. Jacobs Robert N. Baer, Committee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:-

I HEREBY CERTIFY, that on this 16th day of August, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Robert N. Baer,Committee in the matter of Joseph M.Brian,III, an incompetent, and made oath in due form of law that the matters and facts stated in the aforegoing instrument are true to the best of his knowledge,information and belief.

Witness my hand and notarial seal.

Leatrice A. Jacobs, Notary Public

Filed August 20, 1946

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is hereby ordered by the Circuit Court of Anne Arundel County in Equity, this 23 day of August, 1946, that Robert N. Baer, Committee in the matter of Joseph M. Brian,III, an incompetent, is hereby

authorized and empowered to join with Margaret B. Baer and other persons interested in the transaction, in the execution of a deed by which the restrictions, covenants, conditions, agreements and provisions referred to in the aforegoing petition are changed and modified in such manner as to permit the erection upon the parcel of land to be purchased by the contract purchasers referred to in the aforegoing petition, of an automobile repair and service shop and gasoline filling station.

William J. McWilliams, Judge.

Filed 24 August, 1946

PETITION

Case No. 8331 Dockett 11-276

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee of Joseph M. Brian, III, respectfully represents:

1. By an order of this Court passed on the 22nd day of April, 1942, he was appointed Committee of the person and estate of the said Joseph M. Brian,III, and has filed his approved corporate bond with the Clerk of this Court.

2. That said incompetent is now about 72 years of age and is under the care and charge of your petitioner, and is now a patient at the Spring Grove State Hospital in Baltimore County.

3. As will appear from the proceedings in this case, the estate of the said incompetent consists of an undivided one-half interest in a large tract of ground in the Fifth Election District of Anne Arundel County, which is unproductive, and your petitioner further alleges that the said Joseph M. Brian,III, has no income whatsoever save that which can be procured from said property, and that there is no income sufficient to meet the taxes thereon,nor for the maintenance and support of said incompetent or the payment of the costs of this proceeding and other reasonable and proper expenses which have been or may from time to time be incurred by your Committee; and that, as will appear from the Report under Rule 20 filed in this cause in June, 1946, the estate of said incompetent consists of a one-half interest in said land, assessed for taxes as a whole at $7,648.00, a one-half interest in mortgages then amounting to $4,475.00 and which have been since amortized in part, and cash in bank of $3,977.58.

It is apparent that the income from said land, mortgages and cash in bank is greatly insufficient to meet the taxes upon the property, which amount approximately to $300 per year, the support and maintenance of said incompetent at the Spring Grove State Hospital of $150.00 per year, the other expenses incident to the maintenance of said incompetent, and the costs of this proceeding.

4. That it is advisable,therefore, to sell the interest of said incompetent in part of his real estate, for the purposes above set forth, and that it would be to his advantage and benefit so to do.

5. Subject to the ratification by this Court as to the sale of said incompetent's interest therein, Margaret B. Baer, the owner of the other undivided one-half interest in the aforesaid tract of land, and Robert N. Baer, Committee, have agreed to sell a part of said tract of land unto Lillian B. Koch and William G. Koch, her son, and have entered into a contract, a copy of which is filed herewith and prayed to be made a part hereof, of approximately 29 acres of land lying on both sides of Hammond's Lane and running east from the Old Annapolis Road to the east line of the whole tract, all of which will appear in detail and

at length from the plat attached to the contract heretofore made a part of this petition ;said tract being subject to the restrictions fully and at length set forth in the deed from Robert N. Baer, Committee, et al. to William C. Hoffman, dated November 8, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 310;

Said parcel of land was sold at and for the price of $25,000, of which $500 has been heretofore paid, and the balance is payable under the terms of said contract as follows: Two Thousand Dollars at the time of transfer and the balance of Twenty-two Thousand Five Hundred Dollars($22,500.00) to be secured by way of purchase money mortgage, payable five years from its date, with interest in the meantime at the rate of 5% per annum, payable semi-annually, the said mortgage debt to be amortized in amounts of $500 each six months during the term of said mortgage, accounting from six months after its date, and the balance to become due at the maturity of said mortgage, with the right and privilege to said mortgagor of prepaying any part or all of said principal indebtedness at any time and to secure a release of any one or more of the forty-two lots as shown on the aforesaid plat at any time and from time to time upon payment of the sum of $1,000 each for the lots Nos. 1 and 2; $900 each for the release of Lots 29, 30, 31 and 32; $800 for each of the other of said lots; said payments to be applied to the principal of the mortgage debt; interest to abate proportionately as and when any principal payment is made.

6. Your petitioner believes that the price obtained for said property so agreed to be sold is fair and reasonable and is as much as he can obtain for the same,and he files herewith the certificate of two real estate brokers familiar with property values in Anne Arundel County, certifying thereto.

WHEREFORE your petitioner prays this Honorable Court to pass its order authorizing him to sell the interest of said incompetent in and to the property hereinbefore described, in accordance with the provisions of Section 127 of Article-16 of the Code of Public General Laws of Maryland, the sale price for the whole of said property being $25,000, in which the said incompetent has an undivided one-half interest; and that this Honorable Court ratify and approve the sale herein reported, one-half of the net proceeds of said sale to be subject to the order of this Court.

AND as in duty bound, etc.

Robert N. Baer,

Committee for Joseph M. Brian, III

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 21st day of January, 1947, before me, the subscriber , a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared ROBERT N. BAER, the petitioner in the aforegoing petition, and made oath in due form of law that the matters and facts set forth therein are true.

WITNESS my hand and notarial seal.

(Notarial Seal) Irma M. Bienemann, Notary Public.

I hereby consent to the passage of the order as prayed.

Margaret B. Baer,

WE, THE UNDERSIGNED, real estate brokers of more than ten years' experience and familiar with property values in Anne Arundel County, do hereby certify that in our

opinion the price of Twenty-five Thousand Dollars for the tract of land herein described and sold by Margaret B. Baer and Robert N. Baer, Committee, unto Lillian B. Koch and William G. Koch, her son, as set forth in the contract attached, is a fair and reasonable price for said property.

J. M. Sandel

Frankie Wilson

AGREEMENT

THIS AGREEMENT made this 15th day of January, in the year 194_, by and between ROBERT N. BAER, Committee for Joseph M. Brian,III, and MARGARET B. BAER, widow, in her own right, both of Baltimore County, State of Maryland, parties of the first part; and LILLIAN B. KOCH And WILLIAM G. KOCH, her son, parties of the second part.

WITNESSETH that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, as joint tenants and not as tenants in common, subject to the ratification of the Circuit Court for Anne Arundel County, and the latter do hereby purchase from the former, the following described property located in the Fifth Election District of Anne Arundel County, State of Maryland, in fee simple:

All those forty-two (42) lots of ground situate on both sides of Hammond's Lane,as shown and delineated on Plat No. 1 of Andover (part of Brian Property) a copy of said plat being attached hereto and made a part of this contract.

SUBJECT TO THE RESTRICTIONS fully and at length set forth in the deed from Robert N. Baer, Committee, et al. to William C. Hoffman, dated November 8, 1942,and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271,folio 310;

For title see deed from William C. Hoffman and wife to Joseph M. Brian,3rd.,and Margaret B. Baer, dated November 9, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 315.

At and for the price of Twenty-Five Thousand Dollars ($25,000.00) of which Five Hundred Dollars ($500.00) has been paid prior to the signing hereof; the balance to be paid as follows:

Upon ratification of the above sale by the Circuit Court for Anne Arundel County, an additional sum of Two Thousand Dollars ($2,000.00) shall be paid and a deed for the property shall be executed at the vendees' expense by the vendors, which shall convey the property by a good and merchantable title to the vendees, at which time a purchase money mortgage shall be executed by the vendees to the vendors herein, in the amount of Twenty-two Thousand Five Hundred Dollars ($22,500.00), payable five years after date thereof, with interest in the meantime at the rate of five per cent per annum, payable semi annually; said mortgage debt to be amortized in amounts of Five Hundred Dollars)$500.00) each six months during the term thereof, accounting from six months after the date of said mortgage, and the balance due to be paid at the maturity of said mortgage; with the right and privilege to the said mortgagors of prepaying any part or all of said principal indebtedness at any time and to secure a release of any one or more of said forty two lots at any time and from time to time upon the payment of the sum of One Thousand Dollars ($1,000.00) each for the release of Lots Nos. 1 ~~and~~ 2; Nine hundred Dollars ($900.00) each for the release of Lots Nos. 29, 30, 31 and 32; and Eight Hundred Dollars ($800.00) for each of the other of said lots so released; said payments to be applied to the principal of the mortgage debt; interest to abate proportionately as and when any principal payment upon said debt is made.

Taxes and other public dues and assessments to be paid or allowed for by the vendors to the date of transfer.

Time is the essence of this contract.

WITNESS the hands and seals of the parties hereto.

Witness as to R.N.B & M.B.B.	Robert N. Baer,	(SEAL)
Irma M. Bienemann	Committee for Joseph M. Brian, 3rd.	
Witness as to L.B.K. & W.G.K.	Margaret B. Baer	(SEAL)
Lillian Dorothy Koch	Lillian B. Koch	(SEAL)
	William G. Koch	(SEAL)

Filed 24" January, 1947

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I HEREBY CERTIFY, that on this 27th day of July, 1949, mefore me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared ROBERT N. BAER, Committee of Joseph M. Brian, III an incompetent, and made oath in due form of law that the matters and facts set forth 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.

William O. Hayes, Jr.,
Notary Public.

(NOTARIAL SEAL)

Filed 24" January, 1947.

O R D E R

It is this 24" day of January, 1947, ORDERED by the Circuit Court for Anne Arundel County upon the aforegoing petition, affidavit, consent, certificate and contract that the sale herein reported be and the same is hereby approved and the contract set forth in the aforegoing petition be and the same is hereby ratified and confirmed.

William J. McWilliams,
Judge.

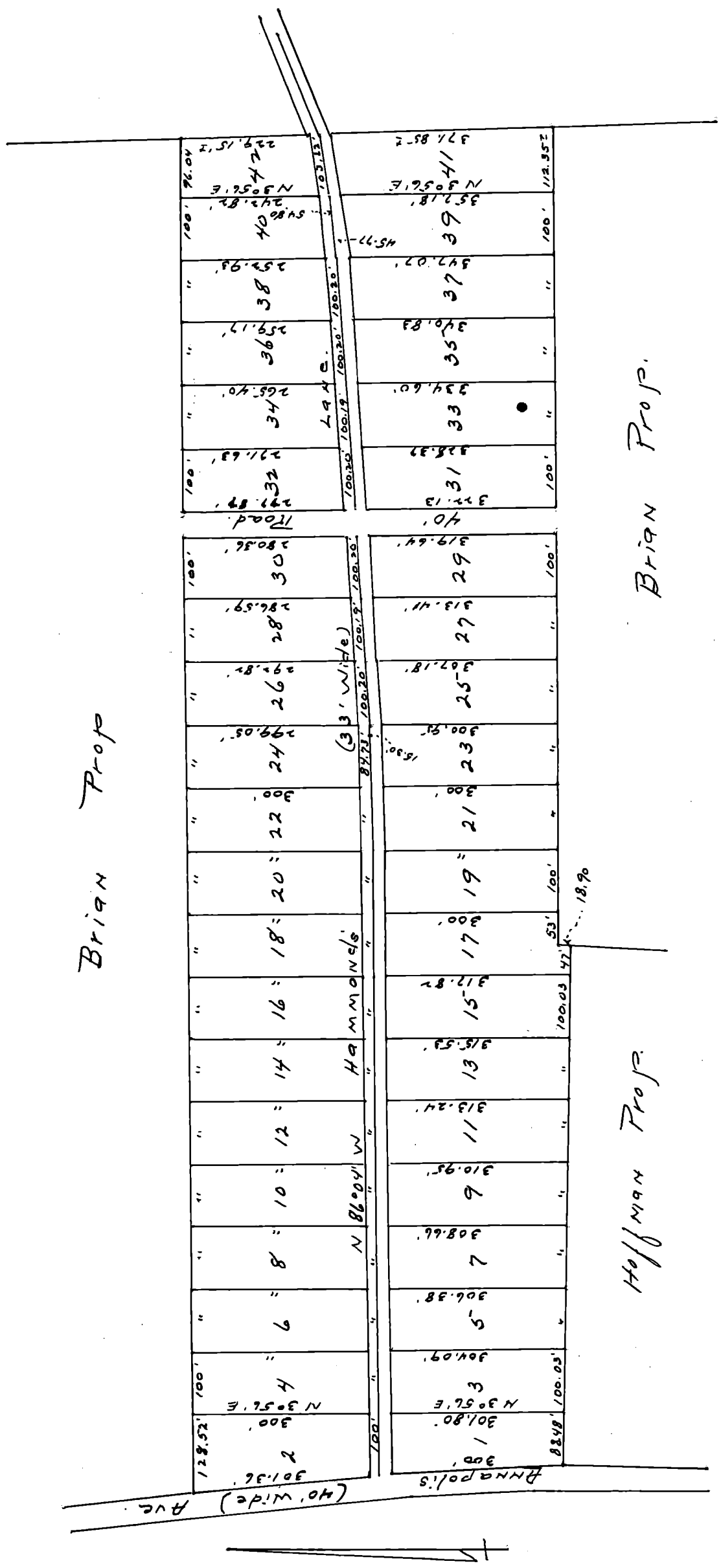
Filed 24" January, 1947.

(SEE PLAT ON PAGE NO. 86-A.)

EX PARTE IN THE MATTER OF	:	IN THE CIRCUIT COURT
	:	FOR
JOSEPH M. BRIAN, III,	:	ANNE ARUNDEL COUNTY
an Incompetent.	:	Case No. 8331 Docket 11-276

: : : : : : :

PLAT



EX PARTE IN THE MATTER	:	IN THE CIRCUIT COURT
OF	:	FOR
JOSEPH M. BRIAN, III,	:	ANNE ARUNDEL COUNTY
an incompetent	: Case No. 8331	Docket 11-276

;: : : : : : : :

PETITION

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee for Joseph M. Brian,III, respectfully represents:

1. Your petitioner, by decree of this Court passed in the above entitled cause on April 22, 1942, was appointed Committee of the person and estate of the above named incompetent.

2. Among the assets of said incompetent's estate is an undivided one-half interest in and to a tract of land in the Fifth Election District of Anne Arundel County, now containing about 221.50 acres, more or less, and an undivided one-half interest in the following mortgages and the debts secured thereby;

Mortgage dated February 15, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 399, folio 315 &c., from Lillian B. Koch and William G. Koch, to Robert N. Baer, Committee and Margaret B. Baer.

Mortgage dated October 30, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 357,folio 180 &c. from William G. Koch, unmarried, to Robert N. Baer, Committee and Margaret B. Baer.

3. The original parcel of land, including the 221.50 acres and the property covered by said mortgages, is now subject to certain restrictions, covenants, conditions and agreements and provisions regarding the use thereof by the present and future holders thereof, or any part thereof, as set forth in a deed from Robert N. Baer,Committee, and Margaret B. Baer, widow, to William C. Hoffman, dated November 8, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 271, folio 310.

4. All of the owners of the land constituting the whole of the original tract,and their respective mortgagees, desire to have their respective holdings and interests in the aforesaid original tract of land released and fully discharged from the legal operation and effect of all the restrictions set forth in the aforementioned deed, to the end and intent that all of said tract of land shall be forever released, free, clear and completely discharged from the legal operation and effect of the restrictions, covenants, conditions, agreements and provisions to which the property is now subject.

5. All of the owners, including their respective mortgagees,of said land, with the exception of your petitioner, have entered into an agreement to declare null and void the said restrictions, covenants,conditions and agreements and provisions, and have requested your petitioner to enter into said agreement with them, to the end that the same may be recorded and effectively make null and void said restrictions and relieve said property from the effect thereof, in the same manner as though the same had never existed.

6. Your petitioner believes that it would be advantageous to the estate of the incompetent that said restrictions should be declared null and void, as the same have already adversely affected the sale of said property, which is now in great measure non-producing but is subject to taxes and other expenses costly and detrimental to the estate of said incompetent.

WHEREFORE your petitioner prays this Court to pass its order authorizing him, as such

Committee and as both owner and mortgagee, to join with the owners and mortgagees of the other property as herein set forth, and to execute with them the agreement to be filed of record in the Record Office of this County, declaring said restrictions null and void and of no effect.

AND as in duty bound, etc.

Robert N. Baer,

Committee for Joseph M. Brian, III.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 13th day of June, 1949, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared ROBERT N. BAER, Committee as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated, to the best of his knowledge, information and belief.

WITNESS my hand and notarial seal.

(Notary Public Seal) Irma M. Bieneman, Notary Public.

ORDER

UPON the foregoing petition and affidavit, it is this 17th day of June, 1949;

ORDERED by the Circuit Court for Anne Arundel County, that Robert N. Baer, Committee for the person and estate of Joseph M. Brian, III, an incompetent, be and he is hereby authorized to enter into the agreement mentioned in the foregoing petition, for the purpose of declaring null and void the restrictions, covenants, conditions, agreements and provisions to which the property set forth in the aforegoing petition is now subjected.

Benjamin Michaelson, Judge.

Filed 17 June, 1949

PETITION

TO THE HONORABLE THE JUDGE OF SAID COURT:

The petition of Robert N. Baer, Committee for Joseph M. Brian, III, respectfully shows unto your honor:

1. That by Order of this Court, passed on the 22nd day of April, 1942, he was appointed Committee for the person and estate of the said Joseph M. Brian, III, and has filed his approved corporate bond with the Clerk of this Court;

2. That the said Incompetent is about seventy-three years of age, and is under the care and charge of your Petitioner, and is now a patient at the Spring Grove State Hospital, in Baltimore County.

3. That among the assets of the Estate of the Incompetent is an undivided one-half interest in three fee simple tracts of ground situate in the Fifth Election District of Anne Arundel County containing 66.520 acres, 121.999 acres, and 32.981 acres, totaling 221.500 acres, shown on the Plat attached hereto and made a part hereof. These tracts of land are vacant lands and totally unproductive, and it would be to the advantage and best interest of the Estate of the Incompetent that said lands be sold at this time, and the proceeds arising from said Sale invested in income producing property or securities.

WHEREFORE your Petitioner prays this Honorable Court.

1. That this Court shall order the Sale of the undivided one-half interest in the said three fee simple tracts of land totaling 221.500 acres of land, as shown on the

Plat attached hereto and made a part hereof.

2. That the proceeds of said Sale shall be invested in income producing property or securities.

3. That this Case be referred to one of the Standing Examiners of this Court for the purpose of taking testimony to substantiate the allegation of this Petition in determining whether or not the Sale of this property would be to the advantage and best interest of the Estate of the Incompetent.

AND AS IN DUTY BOUND, ETC.

Robert N. Baer, Committee for
Joseph M. Brian, III.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY, that on this 17th day of June, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ROBERT N. BAER, the Petitioner in the aforegoing Petition, and made oath in due form of Law that the matters and facts set forth herein are true.

WITNESS my hand and notarial seal.

(Notarial Seal) Irma M. Bieneman, Notary Public

Margaret B. Baer, widow, owner of an undivided one-half interest in the property described in this petition, consents to the passage of the order as prayed.

Margaret B. Baer

ORDER

ORDERED this 17th day of June, 1949, that leave be granted to the parties to this cause, to take testimony as prayed, before any one of the Standing Examiners of this Court.

Benjamin Michaelson, Judge.

Filed 17 JUNE, 1949

PETITION TO ENTER APPEARANCE.

Please enter my appearance in the above entitled case.

Morris Albert.

Filed 20 June, 1949

TESTIMONY ON BEHALF OF PETITIONER

PRESENT:

Mr. A E. Kerman,
Mr. Morris Albert, Solicitors of Petitioners.

order of Court June 17th, 1949.

WITNESSES:

G. Cleveland Shipley,-------- 2 to 3

E. Wilbut Stoll,---------- 4 to 5

Mr. Clerk:- Please file, Jno. S.Strahorn, Examiner.

COSTS:

JDS.------$5.00 Paid

JSS------ $8.00 Paid

G. Cleveland Shipley, a witness of lawful age, being first duly sworn, deposes and says:

(Albert)

1. State your name and residence?

A. G. Cleveland Shipley, Linthicum Hts., Anne Arundel Co. Md.

2. Are you a licensed real estate broker in Maryland?

A. Yes.

3. How long have you been engaged in the Real Estate business?

A. 15 to 18 years.

4. Are you familiar with the value of real estate in and around the 5th Election District of Anne Arundel County?

A. I am, sure I am.

5. Have you inspected the three tracts of land situate in the 5th Election District of Anne Arundel County on the Old Annapolis Road near Belle Grove Road; they are one containing 66.52 acres; one, 121.999 acres; one 32.981 acres?

A. Yes I have.

6. Is this land vacant and totally unproductive?

A. None of it is being worked now.

7. Do you have a plat of this property?

A. I have.

8. What is the general condition of this said property?

A. Most of it is grown up into shrubs or small trees and weeds, and I would say 90 per cent of it is that way.

9. Are there any improvements on it?

A. No.

10. Are you familiar with property in that immediate vicinity?

A. I am.

11. In your opinion, what is the fair, market value of said property, set forth the value of each tract, and the total of them all?

A. The 66.520 tract I have valued at, ----------$11,825.00

121.999 tract I have valued at ---------- 25,652.00

32.981 tract I have valued at --------- 10,500.00

a total of $47,977.00

12. The incompetent, Joseph M. Brian,III, only owns a one-half interest in said property, so,therefore, his one- half interest would be valued at what?

A. $23,988.50.

13. In your opinion, would a sale of said incompetent's undivided one-half interest in said property for $23,988.50 be to the best interest and advantage of the incompetent in this case?

A. I certainly do.

14. Are there any improvements on the property?

A. No improvements.

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

I I would say to sell that place at this time would be a good sale.

G. Cleveland Shipley

Mr.E. Wilbur Stoll,a witness of lawful age, being first duly sworn,deposes and says:-

(Albert)

1. State your name and residence?

A. E. Wilbur Stoll, 9 West 5th ave.,Brooklyn Park,Baltimore-25,

2. Are you a licensed real estate broker of Maryland?

A. I am.

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

A. 29 years.

4. Are you familiar with the value of real estate in and around the 5th Election District of Anne Arundel County?

A. I am.

5. Have you inspected the three tracts of land containing 66.25 acres; 121.999 acres; and 32.981 acres, a total of 221.500 acres as shown on the plat of said property in this case?

A. I am.

6. Do you have a plat of said property?

A. I have.

7. What is the general condition of said property?

A. Pretty much overgrown with trees and woods, very little of it cleared and none under cultivation and no improvements on the property.

8. Is the property cultivated?

A. No.

9. Are you familiar with other properties in this vicinity?

A. Yes I am.

10. In your opinion, what is the fair market value of said property, broken down as tracts and then as a whole?

A. The 66,520 acres at ----------$13,023.20

121.999 acres at ---------- 26,433.85

32.981 acres at ---------- 9,745.25

A total of $49,202.30

11. That is the total value of said property, and since Joseph M. Brian,III, the incompetent in this case, only owns an undivided one-half interest in said property, what is the fair market value of his one-half interest in this property.

A. $24,601.15

12. In your opinion would a sale of the undivided one-half interest in said property these three tracts of land at a price of $24,600 be to the best interest and advantage of the incompetent in this case?

A. I think so, yes.

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

A. No.

E. Wilbur Stoll.

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 14 day of July, 1949.

Jno. S. Strahorm, Examiner, (Seal)

Filed July 14", 1949.

DECREE

The Petition of Robert N. Baer, Committee of the person and estate of Joseph M. Brian, III, an Incompetent, filed herein standing ready for hearing and being submitted, the proceedings were by the Court read and considered.

It is thereupon this 26th day of July, 1949, by the Circuit Court for Anne Arundel County, Maryland,adjudged, ordered and decreed, that the undivided one-half interest in the three

fee simple tracts of land containing 66.520 acres, 121.999 acres and 32.981 acres, aggregating 221.500 acres in the Fifth Election District of Anne Arundel County, Maryland, be sold, and that said Committee be, and he is hereby authorized and directed to make said Sale, and that the course and manner of his proceedings shall be as follows:

He shall proceed to make said Sale after having given at least three weeks notice by advertisement inserted in such daily newspaper or newspapers published in Anne Arundel County as he shall think proper of the time, place, manner and terms of Sale, which shall be for cash, or said Committee may sell said property at private sale provided no private sale thereof shall be for less than $24,600.00, the highest value of said property as shown by the proof herein.

And as soon as may be convenient, after any such Sale or Sales, said Committee shall return to this Honorable Court a full and particular account of his proceedings relative to such Sale with an annexed affidavit of said Sale; and of the fairness of said Sale; and on obtaining the Court's ratification of the same and on payment of the whole purchase price (but not before) said Committee shall, by good and sufficient deed to be executed and recorded according to Law, conveying to the purchaser or purchasers his, her, it or their heirs, successors or assigns, the property and estate to him, her, it, or them sold, free, clear and discharged from all claim of said Incompetent and those claiming by, from or under him; and the said Committee shall bring to this Court the money arising from said Sale to be invested or otherwise disposed of by said Committee under the jurisdiction of this Court.

Benjamin Michaelson, Judge.

Filed 26 July, 1949

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Robert N. Baer, Committee of the person and estate of Joseph M. Brian, III, an Incompetent, in pursuance of a Decree of this Court under date of the 26th day of July, 1949, passed in the above entitled Cause, respectfully shows:

That the said Robert N. Baer, Committee of the person and estate of Joseph N. Brian, III, did, pursuant to said Decree, sell at private sale on the 27th day of July, 1949, to The Belle Grove Corporation, an undivided one-half interest of Joseph M. Brian, III, in the three fee simple tracts of land containing 66.520 acres, 121.999 acres, and 32.981 acres, aggregating 221.500 acres situate in the Fifth Election District of Anne Arundel County, State of Maryland, at and for the price of Twenty-five Thousand Dollars ($25,000.00), of which Twenty-five Hundred Dollars ($2500.00) was paid as a deposit, and the balance of the purchase price in the amount of Twenty-two Thousand Five Hundred Dollars ($22,500.00) to be paid in cash upon ratification of said Sale, said Sale being made subject to ratification of this Honorable Court.

And the said Robert N. Baer, Committee as aforesaid, in making said private sale, accepted the best offer which he could obtain for said property, said offer being Four Hundred Dollars ($400.00) more than the appraised value of said property, and said Committee deems it advisable and for the best interest of the said Joseph M. Brian, III, an Incompetent, to accept said offer rather than sell it at a public sale.

Respectfully submitted.

Robert N. Baer, Committee for
Joseph M. Brian, III.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 27th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared ROBERT N. BAER, Committee of Joseph M. Brian, III an incompetent, and made oath in due form of law that the matters and facts set forth 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.

William O. Hayes,Jr., Notary Public

Filed July 27, 1949

Order Nisi

Ordered, this 27" day of July, 1949, That the private sale of the undivided one-half interest in the three fee simple tracts of land situate in the Fifth Election District of Anne Arundel County, aggregating in all 221.500 acres, made and reported by Robert N. Baer, Committee of Joseph M. Brian,III.

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27" 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 27" day of August next.

The report states that the amount of sales to be Twenty-five Thousand Dollars , ($25,000.00).

John H. Hopkins, 3rd, Clerk.

True Copy: TEST: John H. Hopkins, 3rd, Clerk.

Filed July 27, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 7, 1949

We hereby certify that the annexed Order Nisi - Sale-Eq. #8331- JOSEPH M.BRIAN,III, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week, for 3 successive weeks before the 27th day of August, 1949. The first insertion being made the 4th day of August, 1949 .

THE CAPITAL-GAZETTE PRESS, INC.

No.MG. 1833. By R. L. Brown,

Filed September 7, 1949

Final Order

Ordered by the Court, This 7th day of September, 1949, that the sale made and reported by the Committee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

Filed 7 September, 1949.

FURTHER PROCEEDINGS recorded in Liber J.H.H. No. 69, folios 305 to Inclusive,

John H. Hopkins, 3rd, Clerk.

. . . . . .

ELIZABETH BRISTOW 2921 Edmondson Avenue Baltimore, Maryland, Plaintiff VS	:	IN THE
EDNA DUNIGAN 704 S. Broadway Baltimore, Maryland SUSIE URAACA 128 South Chapel Street Baltimore, Maryland	:	CIRCUIT COURT
LYNCH G. DeWALD Dorsey Avenue, Essex, Baltimore County Maryland	:	FOR
CHARLES G. DeWALD 408 N. Bouldin Street Baltimore, Maryland	:	ANNE ARUNDEL COUNTY
GEORGE DeWALD 1110 S. Linwood Avenue Baltimore, Maryland		
MORRIS LEE KAPLAN, One of the Administrators of the Estate of Susie DeWald, deceased 1531 Munsey Building Baltimore, Maryland	:	No. 9246
JOHN W. PRINZ, One of the Administrators of the Estate of Susie DeWald, deceased 706 Munsey Building Baltimore, Maryland.	:	In Equity
Defendants	:	

:: : : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Elizabeth Bristow by C. Maurice Weidemeyer and J. Calvin Carney, her Solicitors, respectfully shows:

1: That Susie DeWald, a resident of Baltimore City, State of Maryland, departed this life in said City and State on September 23, 1945 intestate, leaving surviving her as her sole heirs-at-law, next-of-kin, and distributees, the following persons, children of John DeWald, brother of said Susie DeWald, and who predeceased said Susie DeWald:

Edna Dunigan	-	704 S. Broadway Baltimore, Maryland
Susie Uraaca	-	128 South Chapel Street Baltimore, Maryland
Lynch G. DeWald	-	Dorsey Avenue, Essex Baltimore County, Maryland
Charles G. DeWald	-	408 N. Bouldin Street Baltimore, Maryland
George DeWald	-	1110 S. Linwood Avenue Baltimore, Maryland

2: That Elizabeth Bristow is the only child of Annie DeWald Rettburg, sister of said Susie DeWald, who predeceased said Susie DeWald.

3: That said Morris Lee Kaplan and John W. Prinz were appointed Administrators of the personal estate of said Susie DeWald by the Orphans' Court of Baltimore City as will appear by certified copy of letters of administration granted to them attached hereto, marked "Plaintiff's Exhibit No. 1".

4: That notice to creditors has been issued by Morris Lee Kaplan and John W.Prinz, Administrators of the Estate of Susie DeWald, and the time has expired, and an Administrator's account has been filed in said estate, which erroneously, however, distributed the entire estate to said children of John DeWald and ignored the interest of the Plaintiff, who is entitled to one-half said estate; that by the first account filed in said estate there was distributed to each of the said children of said John DeWald the sum of One Hundred Thirteen Dollars and Seventy-four Cents ($113.74), or a total of Five Hundred Sixty-eight Dollars and Seventy-Cents ($568.70); that rightfully one half of the said sum or Two Hundred Eighty-four Dollars and the remainder and balance thereof should be divided in five equal parts or one-fifth thereof or Fifty-six Dollars and Eighty-seven Cents ($56.87) and distributed to each of said children of John DeWald, deceased.

5: That the said Susie DeWald at the time of her death was seized and possessed of fee simple property located in North Linthicum, Anne Arundel County, Maryland, and comprising five acres of land more or less with the improvements thereon.

Said property being described as follows:

"Beginning for the same at a stone heretofore planted at the end of the fifth line of a deed from Thomas H. Gaither and wife to Rezin Hopkins, et al, dated November 6, 1907 and recorded in Liber G.W. No. 57 folio 178, one of the Land Records of Anne Arundel County and on the north side of a private road thence running with the sixth line of said deed as corrected south seventy-one and one-half degrees west twenty-eight perches to the east side of the public road leading from Stoney Run to Elk Ridge thence bounding on said road three courses; north two and one-quarter degrees west nine perches to the center of said road, north ten and one-half decrees west thirteen perches to the culvert across said road thence north fifty-one and one-half degrees west three and one-half perches thence leaving said road and running by a new line to cut off five acres north seventy-one and one-half degrees east thirty-nine and three-fifths perches to intersect the said fifth line of said deed thence running with a part of said line as corrected south eleven degrees west twenty-eight and one-half perches to the place of beginning. Containing five acres of land more or less."

That said five acre tract was conveyed by Charles E. Toomey and Grace E. Toomey to Mary E. Millbrook by deed, dated April 19, 1919 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 5 folio 262.

6: That the said Mary E. Millbrook, sister of Susie DeWald, deceased, departed this life leaving a Last Will and Testament duly admitted to probate and filed in the office of the Register of Wills for Anne Arundel County in Wills Liber 51 folio 178 wherein and whereby the rest and residue of the estate of said Mary E. M. Millbrook including the property above described was devised to her sister said Susie DeWald. Said property is subject to the following conveyances thereout:

(a) Deed from Mary E. Millbrook, dated November 18, 1930 and recorded among the Land Records of said County in Liber F.S.R. No. 82 folio 13, conveying a portion of said tract, amounting to 0.1997 of an acre covering the extreme northern portion of said tract to Paul S. Clarkson, who later conveyed same to the Susquehanna Transmission Company of Maryland:

(b) Deed from Rezin Hopkins, et al (predecessors in title) to the C. & P. Telephone Company of Baltimore City, dated June 2, 1916, and recorded among the aforesaid Land Records in Liber G.W. No. 116 folio 358, giving the right to string poles, etc.;

(c) Deed from Susie DeWald, et al, to the County Commissioners of Anne Arundel County, dated June 20, 1944, and recorded among the aforesaid Land Records in Liber J.H.H. No. 312 folio 67, conveying a strip of land thirty feet wide.

That the aforesaid fee simple property is therefore owned by the following persons in the following shares and proportions:

Elizabeth Bristow	-	1/2 thereof.
Edna Dunigan	-	1/5 of 1/2 or 1/10 thereof.
Susie Uraaca	-	1/5 of 1/2 or 1/10 thereof.
Lynch G. DeWald	-	1/5 of 1/2 or 1/10 thereof.
Charles G. DeWald	-	1/5 of 1/2 or 1/10 thereof.
George DeWald	-	1/5 of 1/2 or 1/10 thereof.

7: That the aforesaid property is improved by a frame dwelling. That the aforesaid property cannot be divided in kind without loss and injury to the parties interested and it would be to the benefit, advantage and interest of the parties interested that the said property be sold and the proceeds arising from said sale be divided among the parties hereto according to their respective interests and estates.

8: That the parties to this case are all the parties having any interest in said property and all the parties to this case are of full legal age and sui juris.

TO THE END THEREFORE:

(a) That the aforesaid fee simple property may be sold.

(b) That a trustee or trustees may be appointed to make sale of said property and convey the same to the purchaser thereof.

(c) That the Court may declare that said Morris Lee Kaplan and John W. Prinz, Administrators of the Estate of Susie DeWald, deceased, and said Edna Dunigan, Susie Uraaca, Lynch G. DeWald, Charles G. DeWald, and George DeWald, heirs-at-law and next-of-kin and distributees, are indebted to the Plaintiff in the sum of Two Hundred Eighty-four Dollars and Thirty-five Cents ($284.35) by reason of the said erroneous distribution of the said personal estate and the Plaintiff has a lien against the said fee simple property above described and the proceeds thereof to the extent of Two Hundred Eighty-four Dollars and Thirty-five Cents ($284.35).

(d) That the proceeds arising from said sale may be distributed among the parties hereto according to their respective interests and estates.

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

MAY IT PLEASE YOUR HONOR to grant unto your Oratrix the State's Writ of Subpoena directed to the said Edna Dunigan, 704 S. Broadway, Baltimore, Maryland; Susie Uraaca, 128 South Chapel Street, Baltimore, Maryland; Lynch G. DeWald, Dorsey Avenue, Essex, Baltimore County, Maryland; Charles G. DeWald, 408 N. Bouldin Street, Baltimore Maryland; Morris Lee Kaplan, 1531 Munsey Building, Baltimore, Maryland; and John W. Prinz, 706 Munsey Building, Baltimore, Maryland, requiring them to answer the premises and abide by and perform such decree as may be passed therein.

AND as in duty bound.

C. Maurice Weidemeyer, per J.C.C.

J. Calvin Carney,

Solicitors for Plaintiff.

J.H.H. No. 66 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 6th day of June, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ELIZABETH BRISTOW, Plaintiff, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Compalint are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Elizabeth M. Rohrs, Notary Public.

Filed 12 June, 1947

PLAINTIFF'S EXHIBIT NO. I.

June 6, 1947

C. Maurice Weidemeyer, Esq.,
1829 M Street, N.W.
Washington,7, D. C.

J. Calvin Carney, Esq.
3 E. Lexington Street
Baltimore 2, Maryland.

Gentlemen:

I am the only child of Annie DeWald Rettburg, sister of Susie DeWald. My aunt,Susie DeWald, owned property consisting of 4.8 acres located in North Linthicum, Anne Arundel County, Maryland, which she acquired under the Will of her sister, Mary E. Millbrook. I am entitled to a onehalf interest in this property. The other one-half is owned by the following children of John DeWald: George DeWald, Charles DeWald, Edna Dunegan, Lynch G. DeWald and Susie Uraaca.

I hereby authorize and direct you to file a bill in equity for the sale of this property on the ground of insusceptibility of partition in kind without loss and injury.

Very truly yours,

Elizabeth Bristow,

Filed 12" June, 1947

June 11, 1947.

John S Hopkins, III, Esq.
Clerk, Circuit Court for
Anne Arundel County,
Annapolis, Maryland.

Re: Bristow vs. Dunigan, et al.

Dear Mr. Hopkins:

I enclose herewith Bill of Complaint of Elizabeth Bristow,vs Edna Dunigan, et al for sale of fee-simple property located at Anne Arundel County, together with copies for defendants.

Please file this suit and issue subpoenas.

Very truly yours,

JCC:D

J. Calvin Carney

Filed 12" June, 1947.

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Morris Lee Kaplan and John W. Prinz, Administrators by Morris Lee Kaplan and John W. Prinz, respectfully represents unto your Honor:

1. Answering Paragraphs One and Two of said Bill of Complaint, the Defendants neither admit nor deny allegations contained therein.

2. Answering Paragraph Three of said Bill of Complaint, the Defendants admit the allegations contained therein.

3. Answering Paragraph Four of the said Bill of Complaint, the Defendants neither admit nor deny the allegations therein.

4. Answering Paragraph Five of the said Bill of Complaint, the Defendants admit the allegations contained therein.

5. Answering Paragraph Six, Seven and Eight of the said Bill of Complaint, the Defendants neither admit nor deny the allegations contained therein.

WHEREFORE having fully answered the said Bill of Complaint, he hence prays that the same may be dismissed.

AND AS IN DUTY BOUND, etc.

Morris Lee Kaplan
John W. Prinz, Administrators

Service of copy admitted this 21 day of July, 1947.

J.C. Carney , Attorney for Plaintiff.

Filed July 22, 1947

NOTICE TO TAKE ORAL DEPOSITIONS OF MRS. ELIZABETH DEWALD AND MRS. MARGARET KING.

To: Elizabeth Bristow,
2921 Edmondson Avenue,
Baltimore, Md.

Susie Uraaca
128 South Chapel St.,
Baltimore, Maryland.

Lynch G. DeWald
Dorsey Avenue, Essex,
Baltimore County, Maryland

Charles G. DeWald
408 N. Bouldin Street
Baltimore, Maryland

George G. DeWald
1121 Quantril Way,
Armistead Gardens, Phila. Road,
Baltimore, Maryland.

Morris Lee Kaplan,
1531 Munsey Building
Baltimore, Maryland.

John W. Prinz,
706 Munsey Building
Baltimore, Maryland

Edna Dunigan
704 South Broadway
Baltimore, Maryland.

You and each of you are hereby notified that the Plaintiff, by her Counsel of record, pursuant to the provisions of the existing General Rules of Practice and Procedure of the Court of Appeals of Maryland, will, on the 13th day of February, 1948, at 4 o'clock P.M., at the office of J. Calvin Carney, Room 54, Central Savings Bank Building, Southeast Corner Charles and Lexington Streets, Baltimore, Maryland, before Ivan J. Salomon, a Notary Public, or other officer authorized by law take the oral depositions of the following persons as witnesses for the Plaintiff:

Mrs. Elizabeth DeWald
34 N. Patterson Park Avenue,
Baltimore, Maryland.

Mrs. Margaret (Maggie) King
Baltimore, Maryland.

J.Calvin Carney, Per C.M.W.
Central Savings Bank Building,
Baltimore, Maryland.

and

C. Maurice Weidemeyer
217 Main Street
Annapolis, Maryland.

Attorneys for Plaintiff.

AFFIDAVIT OF MAILING OF NOTICES TO TAKE DEPOSITIONS

State of Maryland, ss:

C. Maurice Weidemeyer, being first duly sworn and on oath, deposes and says: That as Counsel of record for the Plaintiff herein, on February 2, 1948, he mailed by registered mail, return receipt, to each of the Defendants in this cause at their addresses shown on the attached Notice, a copy of the foregoing "Notice to Take Oral Depositions of Mrs. Elizabeth DeWald and Mrs. Margaret King". That the receipts from the P.O. showing the mailing of the said copies of the Notice are attached hereto and prayed to be considered as part hereof as fully as if incorporated herein.

C. Maurice Weidemeyer

Subscribed and sworn to before me this 5th day of February 1948, A.D.

(Notarial Seal) Winson G. Gott, Jr., Notary Public.

Registered Articles Nos. 877353-4/5/6/7/8 and 9,dated Feb. 2, 1948 attached hereto.

ORDER FOR SUMMONS

The Clerk will please issue summons for the following persons:

Mrs. Elizabeth DeWald
34 N. Patterson Park Ave.
Baltimore, Maryland

Mrs. Margaret (Maggie) King
310 S. Castle Street
Baltimore, Maryland

to appear,at the offices of J. Calvin Carney, Room 54, Central Savings Bank Building, Southeast Corner Charles and Lexington Streets, Baltimore, Maryland, on Friday, February 13,1948, at 4 o'clock P.M., and give oral testimony on behalf of the Plaintiff, before Ivan J.Salomon, a Notary Public, or other officer authorized by law to take oral depositions.

C. Maurice Weidemeyer
217 Main Street
Annapolis, Maryland
Attorney for Plaintiff.

Filed February 5", 1948

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Edna Dunigan, Susie Uraaga, Lynch G. DeWald, Charles G. DeWald, and George DeWald, defendants in the above entitled cause, respectfully show unto your Honor as follows:

1. That these defendants were sued jointly with Morris Lee Kaplan and one John W. Prinz, who were the Administrators of the estate of Susie DeWald, deceased, and said Kaplan and Prinz, have filed answers as said Administrators, having already distributed funds of said estate.

2. That at the time of the service of process upon these petitioners they were having quite a quarrel among themselves and were not able to agree and accordingly no defense was made and there was a decree pro confesso obtained against these Petitioners as defendants.

3. That this Bill of Complaint was brought by one Elizabeth Bristow against these Petitioners and against the other two parties as Administrators of the estate of Susie DeWald, Aunt of these Petitioners, the said Elizabeth Bristow claiming to be an heir of the estate of said Susie DeWald.

4. That these Petitioners now realize that they are in default in the matter but are advised that the answer of the said Kaplan and Prinz may be used for their benefit.

5. These Petitioners desire to file an answer to the Bill of Complaint of the said Elizabeth Bristow for the reason that they claim that the said Elizabeth Bristow was no kin to them whatsoever and no kin to the said Susie DeWald as alleged in her said Bill of Complaint.

6. These Petitioners therefore pray that this Court will pass an Order striking out the Decree Pro Confesso heretofore obtained in this cause and permit them to file their answer to these proceedings, no final decree having as yet been passed in the case.

AND AS IN DUTY BOUND &C.

Edna Donegan
Susie Uraaca
Lynch G. Dewald
Charles G. Dewald
George DeWalt
PETITIONERS

Murray MacNabb
Solicitor for Petitioners.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of February, 1948, before me, the subscriber, a Notary Public of the City and State aforesaid, but entitled to act for Anne Arundel County, personally appeared George DeWald, one of the defendants in said cause and made oath in due form of law that the matters and facts in the aforegoing Petition are true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) ALMA LEONA MATTUCOI, Notary Public

Filed 7" February, 1948

O R D E R

Upon the aforegoing Petition and affidavit, it is this 12 day of February, 1948, by the Circuit Court for Anne Arundel County sitting as a Court of Equity ORDERED that the defendants, Edna Dunigan, Susie Uraaca, Lynch G. DeWald, Charles G. DeWald, and George DeWald, be and they are hereby authorized to file answers in this cause and it is further ORDERED that the Decree Pro Confesso heretofore passed in this cause be and the same is hereby stricken out and it is further ORDERED that any testimony taken in this cause shall be valid in the subsequent proceedings, the same as if taken later or after the filing of the answers hereto.

William J. McWilliams, Judge.

Service of copy of above petition and proposed order received this 6th day of February 1948.

J. C. Carney, Attorney for Plaintiffs

Filed 12 February, 1948

ANSWER OF EDNA DUNIGAN, ET AL. ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Edna Dunigan, Susie Uraaca, Lynch G. DeWald, Charles G. DeWald, and George DeWald, respectfully shows unto your Honor as follows:

1. These respondents admit the allegations contained in the first paragraph of the Bill of Complaint as to the death of the said Susie DeWald and the fact that the said Susie DeWald had as her heirs and next of kin these Petitioners, to wit: Edna Dunigan

Susie Uraaca, Lynch G. DeWald, Charles G. DeWald, and George DeWald.

2. Answering a second paragraph of the bill of complaint, these respondents emphaticately deny that the said Elizabeth Bristow is the only child of Anna DeWald Wentworth, sister of the said Susie DeWald who was alleged to have predeceased the said Susie DeWald and avers on the contrary that the said Elizabeth Bristow is no kin whatsoever to said Susie DeWald.

3. Answering a third paragraph of said Bill of Complaint, these respondents admit that the said Morris L. Kaplan and John W. Prinz were appointed Administrators of the personal estate of said Susie DeWald by the Orphans Court of Baltimore City and that they qualified as such.

4. These respondents admit that notice to creditors was issued by Morris E. Kaplan and John W. Prinz, Administrators of the estate of Susie DeWald and that an Administration account has been filed in said estate but denies that the said Administration account was erroneous in any way, in not distributing any of the estate to the said Elizabeth Bristow.

5. These respondents admit that the said Susie DeWald at the time of her death owned certain property as set forth in the fifth paragraph of the Bill of Complaint.

6. These respondents admit that the said Mary E. Hillbrook, sister of Susie DeWald departed this life leaving a last will and testament devising her properties to said Susie DeWald as set forth in said paragraph.

7. These respondents, however, deny that the said Elizabeth Bristow is entitled to one-fourth thereof or any part thereof as they aver that the said Elizabeth Bristow was no kin or relative whatsoever to the said Susie DeWald.

8. These respondents admit the allegations contained in the seventh paragraph of the Bill of Complaint as to the property being improved by a dwelling. These respondents however deny that the property cannot be divided in kind without loss or injury to the parties interested and that it would be to the benefit and advantage of the parties interested that said property be sold, any proceeds arising in said Bill to be divided among the parties interested therein, and deny that the said Elizabeth Bristow had any interest in said property or is entitled in any way thereto..

9. Answering the eighth paragraph of the bill, these respondents admit that all of the parties in interest are involved except that the said Elizabeth Bristow, who is not a party in interest and does not belong in these proceedings and has no rights thereunder as she was no relation to the said Susie DeWald.

These respondents having duly answered the Bill of Complaint in this cause exhibited against them pray that they may be hence dismissed, with their proper costs.

AND AS IN DUTY BOUND,&c.

Edna Donegan
Susie Uraaca
Lynch G. Dewald
Charles G. Dewald
George DeWald.
Defendants

Murray MacNabb
Solicitor for Defendants

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that this 4th day of February, 1948, before me, the subscriber, a Notary Public of the City of Baltimore, aforesaid, personally appeared George DeWald, one of the defendants in the aforegoing answer, and he made oath in due form of law that the

matters and facts in the aforegoing answer are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Alma Leona Mattucci, NOTARY PUBLIC

Service of copy admitted this 6th day of February, 1948

J. C. Carney,

Solicitor for Plaintiff.

Filed 12th February, 1948

PETITION TO FILE-AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Elizabeth Bristow, the Plaintiff, respectfully shows:

1; That she heretofore filed her Bill of Complaint herein seeking the sale of certain fee-simple property located in Anne Arundel County devolved by reason of the death of Susie DeWald on the ground of insusceptibility of partition in kind without loss or injury.

2: That further investigation of said matter discloses that the children, descendants and legatees of Henry Bottlemace,a half brother of said Susie DeWald,(who predeceased said Susie DeWald), have an interest in said property.

WHEREFORE, your Petitioner prays that this Court may pass a proper order allowing her to file an amended bill of Complaint herein.

AND, as in duty bound, etc.

C. Maurice Weidemeyer

J. Calvin Carney,

Attorneys for Petitioner.

ORDER

UPON the aforegoing Petition, it is this 27th day of April, 1948, by the Circuit Court for Anne Arundel County in Equity, in the above entitled cased ORDERED

That leave be and the same is hereby granted to Elizabeth Bristow to file an amended Bill of Complaint within fifteen days from this date.

Marvin I. Anderson, J U D G E

Filed April 27", 1948

AMENDED BILL OF COMPLAINT

Elizabeth Bristow 2921 Edmondson Ave., Baltimore, Maryland,	:	
Helen Kolb, 127 S. Potomac Street Baltimore,Maryland	:	IN THE
George Bottlemace,Individually and as Executor under the Last Will and Testament of Marian Wright, deceased. c/o Hall's Restaurant, 2200 East Fayette Street, Baltimore, Maryland,	:	CIRCUIT COURT FOR
Evelyn Russell 704 Yuma Street, S. E. Washington, D. C.,	:	ANNE ARUNDEL COUNTY. IN EQUITY
Margaret Billings 503 Baltic Street Brooklyn Park, Baltimore, Maryland	:	No. 9246

Henry Kirby, :
:
Robert Kirby,
:
Harry Kirby, :
:
Plaintiffs,
:
Vs
:
Edna Dunigan ,
704 S. Broadway, :
Baltimore,Maryland,
:
Susie Uraaca,
128 S. Chapel Street, :
Baltimore,Maryland,
:
Lynch G. DeWald,
Dorsey Ave. Essex, :
Baltimore County, Maryland.
:
Charles G. DeWald,
408 N. Bouldin Street, : No. 9246 Equity
Baltimore, Maryland.
:
George DeWald,
1121 Quantril Way, :
Armistead Gardens,Phila.
Road,Baltimore, Maryland. :
Morris Lee Kaplin,One of the :
Administrators of the Estate
of Susie DeWald,deceased, :
1531 Munsey Building,
Baltimore, Maryland. :
John W. Prinz, One of the :
Administrators of the Estate
of Susie DeWald,deceased, :
706 Munsey Building,
Baltimore, Maryland. :
Defendants :

; ; ; ; ; ; ; ;

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Amended Bill of Complaint of the Plaintiffs, Elizabeth Bristow, Helen Kolb,George Bottlemace and Evelyn Russell by C. Maurice Weidemeyer and J. Calvin Carney, their Solicitors, and Margaret Billings, Henry Kirby, Robert Kirby and Harry Kirby, by Malcolm B. Tebbs, their Solicitor, respectfully shows:

1. That Susie DeWald, late a resident of Baltimore City, State of Maryland, departed this life in said City and State on September 23, 1945, intestate, leaving surviving her as her sole heirs-at-law, next-of-kin, and persons entitled to distribution, the following:

A. The daughter of Annie DeWald Redberg (Rettberg), sister of Susie DeWald, and who predeceased said Susie DeWald, namely:

Elizabeth Bristow---2921 Edmondson Ave., Baltimore, Maryland.

B. The living children and the descendants and legatees of deceased children of Henry Bottlemace, a half brother of said Susie DeWald, and who predeceased said Susie DeWald,namely:

Helen Kolb (nee Bottlemace) a daughter of said Henry Bottlemace, 127 S. Potomac Street, Baltimore, Md.

George Bottlemace,son of said Henry Bottlemace, c/o Hall's Restaurant, 2200 E. Fayette Street, Baltimore, Maryland.

Marian Wright (nee Bottlemace),deceased, a daughter of said Henry Bottlemace, and who departed this life after said Susie DeWald. Said Marian Wright by her Will, duly admitted to Probate and record in the Orphans' Court of Baltimore City,on September 19,1946,in

case #652, and recorded Wills Book No. 222,Folio 230 of said Court,appointed her brother, George Bottlemace as her Executor, and named as her legatees and devisees of her real and personal property, toshare equally, the following:

George Bottlemace,brother

Helen Kolb, sister

Evelyn Wright, daughter, 704 Yuma St.S.E. Washington, D. C.

The children of Mamie Kirby (nee Bottlemace), ,deceased,daughter of Henry Bottlemace. Said Mamie Kirby departed this life, intestate, during October, 1930 and her only children and heirs-at-law, surviving said Susie DeWald, are:

Margaret Billings, 503 Baltic St. Brooklyn Park, Md.

Henry Kirby,

Robert Kirby,

Harry Kirby,

C. The children of John DeWald, deceased brother of said Susie DeWald, and who predeceased said Susie DeWald, namely:

Edna Dunigan, 704 S. Broadway, Baltimore, Maryland.

Susie Uraaca, Baltimore, Maryland

Lynch G. DeWald Dorsey Ave.,Essex, Baltimore County, Maryland

Charles G. DeWald, 408 North Bouldin Street, Baltimore, Maryland.

George DeWald, 1121 Quantril Way, Armistead Gardens,Phila.Rd.Baltimore, Md.

2. That Defendants, Morris Lee Kaplan and John W. Prinz, were appointed Administrators of the personal estate of said Susie by the Orphan's Court of Baltimore City as will appear by certified copy of Letters of Administration granted to them, which same was filed herein with the Original Complaint in this cause and marked "Plaintiff's Exhibit No.1".

3. That notice to creditors has been issued by Morris Lee Kaplan and John W. Prinz, Administrators of the Estate of Susie DeWald, and the time has expired, and an Administrator's account has been filed in said estate, which erroneously, however, distributed the entire estate to the said five children of John DeWald named in Paragraph 1-C, and ignored the interests of the Plaintiff, Elizabeth Bristow, who is entitled to one-third of said estate, and also the other Plaintiffs, the decedants of Henry Bottlemace, who as a group are entitled to one-third of the estate. That by the first account filed in said estate there was distributed to each of the said children of said John DeWald the sum of One Hundred Thirteen Dollars and Seventy-four Cents ($113.74), or a total of Five Hundred Sixty-eight Dollars and Seventy-Cents ($568.70). That rightfully one-third of the said sum of One Hundred Eighty-nine Dollars and Fifty-six Cents ($198.56) should have been paid to the Plaintiff, Elizabeth Bristow, and one-third or One Hundred Eighty-nine Dollars and Fifty-six Cents ($189.56) to the children of Henry Bottlemace, deceased, and their descendents, heirs and legatees,as set forth in Paragraph 1-B herein and as more particularly set forth hereinafter. That the remaining one-third should have been divided equally among the Defendants, the five children of John DeWald, deceased, or in amount of Thirty-seven Dollars and Ninety-one Cents ($37.91) to each of the Defendants named in Paragraph 1-C herein.

4. That the said Susie DeWald at the time of her death was seized and possessed

of fee simple property located in North Linthicum, Anne Arundel County,Maryland, and comprising five acres of land more or less with improvements thereon. Said property being described as follows:

"Beginning for the same at a stone heretofore planted at the end of the fifth line of a deed from Thomas H. Gaither and wife to Hezin Hopkins, et al, dated November 6, 1907 and recorded in Liber G.W. No. 57,Folio 178, one of the Land Records of Anne Arundel County and on the north side of a private road thence running with the sixth line of said deed as corrected south seventy-one and one-half degrees west twenty-eight perches to the east side of the public road leading from Stoney Run to Elk Ridge thence bounding on said road three courses, north two and one-quarter degrees west nine perches to the center of said road, north ten and one-half degrees west thirteen perches to the culvert across said road thence north fifty-one and one-half degrees west three and one-half perches thence leaving said road and running by a new line to cut off five acres north seventy-one and one-half degrees east thirty-nine and three-fifths perches to intersect the said fifth line of said deed thence running with a part of said line as corrected south eleven degrees west twenty-eight and one-half perches to the place of beginning. Containing five acres of land more or less."

That said five acre tract was conveyed by Charles E Toomey and Grace E. Toomey to Mary E. Millbrook, by deed, dated April 19, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 5,Folio 262.

5. That said Mary E. Millbrook, sister of Susie DeWald, deceased, departed this life leaving a Last Will and Testament duly admitted to probate and filed in the office of the Register of Wills for Anne Arundel County in Wills Liber 51 Folio 178, wherein and whereby the rest and residue of the estate of said Mary E. Millbrook including the property above described was devised to her sister said Susie DeWald. Said property is subject to the following conveyances thereout:

(a) Deed from Mary E. Millbrook, dated November 28, 1930 and recorded among the Land Records of said County in Liber F.S.R. No. 82 in Folio 13, conveying a portion of said tract, amounting to 0.1997 of an acre covering the extreme northern portion of said tract to Paul S. Clarkson, who later conveyed same to the Susquehanna Transmission Company of Maryland:

(b) Deed from Rezin Hopkins, et al (predecessors in title) to the C. & P. Telephone Company of Baltimore City, dated June 2, 1916, and recorded among the aforesaid Land Records in Liber G.W. No. 116 Folio 358, giving the right to string poles, etc.;

(c) Deed from Susie DeWald, et al, to the County Commissioners of Anne Arundel County, dated June 20, 1944, and recorded among the aforesaid Land Records in Liber J.H.H. No. 312 Folio 67, conveying a strip of land thirty feet wide.

That the aforesaid fee simple property is therefore owned by the following persons in the following shares and proportions:

Elizabeth Bristow - - - - -1/3 thereof
Helen Kolb - - - - - - - - - - four thirty-sixths (4/36) thereof
George Bottlemace - - - - - -four thirty-sixths (4/36) thereof
Evelyn Russell - - - - - - - - one thirty-sixth (1.36) thereof
Margaret Billings - - - - - one forty-eighth (1/48) thereof
Henry Kirby - - - - - - - - - - one forty-eighth (1/48) thereof
Robert Kirby - - - - - - - - - -one forty-eighth (1/48) thereof
Harry Kirby - - - - - - - - - - one forty-eighth (1/48) thereof

Edna Dunigan - - - - - - - - one fifteenth (1/15) thereof

Susie Uraaca - - - - - - - - one fifteenth (1/15) thereof

Lynch G. DeWald - - - - - -- one-fifteenth (1/15) thereof

Charles G. DeWald - - - - - -One-fifteenth (1/15) thereof

George DeWald - - - - - - - One-fifteenth (1/15) thereof

7. That the aforesaid property is improved by a frame dwelling. That the aforesaid property cannot be divided in kind without loss and injury to the parties interested and it would be to the benefit, advantage and interest of the parties interested that the said property be sold and the proceeds arising from said sale be divided among the parties hereto according to their respective interests and estates.

8. That Plaintiffs believe that the parties named herein constitute all the parties having any interest in the property hereinbefore described, and that all parties hereto are of full age and sui juris.

9. That the defendants, Edna Dunigan, Susie Uraaca, Lynch G. DeWald, Charles G. DeWald and George DeWald have for years past known of the relationships of the Plaintiffs to the decedant, Susie DeWald, and prior to the death of Susie DeWald were fully informed as to the relationship of the Plaintiffs to themselves, the said Defendants. Notwithstanding such knowledge and information, as aforesaid, the said Defendants failed to inform the Administrators of the Estate of Susie DeWald, namely the Defendants, Morris Lee Kaplan and John W. Prinz, and also failed to inform the Orphan's Court of Baltimore City as to the full and complete family relationships. That by means of active concealment, the said Defendants, Edna Dunigan, Susie Uraaca, Lynch G. DeWald, Charles G. DeWald and George DeWald, procured for themselves all of the residue of the personal estate of said Susie DeWald and in addition thereto collected the rentals on the aforesaid real estate and have made no account therefor to the Plaintiffs; and that by continuing in their attempts to conceal the relationships of the Plaintiffs to Susie DeWald, the said Defendants have caused Plaintiffs to expend a great amount of time and money in the investigation and proof of the family relations and to overcome the fraud perpertrated on them. Plaintiffs are advised and believe that all costs herein and expenditures necessarily made and caused by the conduct of the said Defendants should be assessed against the interests of the said Defendants in the real estate herein involved.

TO THE END THEREFORE:

1. That the aforesaid fee simple property may be sold.

2. That a Trustee or Trustees may be appointed to make sale of said property and convey the same to the purchasers thereof.

3. That the Court may declare that said Morris Lee Kaplan and John W. Prinz, Administrators of the Estate of Susie DeWald, deceased, and said Edna Dunigan, Susie Uraaca, Lynch G. DeWald, Charles G. DeWald, and George DeWald, are indebted to the Plaintiff, Elizabeth Bristow, in amount of $189.56, and to the other Plaintiffs, the descendants of Henry Bottlemace, in amount of $189.56 by reason of the erroneous distribution of the said personal estate and that the Plaintiffs have a lien against the said fee simple property above described and the proceeds thereof to the extent and total of $379.12.

4. That such part of the costs, fees, charges and expenses herein as the Court

shall find were made necessary by the conduct of the Defendant heirs-at-law, next-of-kin and distributees, be assessed against and made payable out of the interests of the Defendants heirs-at-law, next-of-kin.

5. That the proceeds arising from said sale may be distributed among the parties hereto according to their respective interests and estates.

6. That the Defendants, be required to account for all personal property belonging to the estate of Susie DeWald at the time of her death and which said personalty this Court may find was not accounted for in the Administration of the personal estate of Susie DeWald, deceased, and that Plaintiffs may have liens against the shares or interest in the said real estate of any of the Defendants so responsible for any defective administration or concealing of assets.

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

AND as in duty bound etc.

Elizabeth Bristow
Helen Kolb
George Bottlemace
Evelyn M. Russell

C. Maurice Weidemeyer
and
J. Calvin Carney
Solicitors for Plaintiffs
Elizabeth Bristow,
Helen Kolb
George Bottlemace
and
Evelyn Russell

Malcolm B. Tebbs
Munsey Building, Baltimore 2, Md.
Solicitor for Plaintiffs
Margaret Billings,
Henry Kirby,
Robert Kirby,
and
Harry Kirby.

Copy of the foregoing Amended Bill of Complaint received this ___day of _____1948.

_____
Murray McNabb
Attorney for Defendants,
Edna Dunigan,
Susie Uraaca,
Lynch G. DeWald,
Charles G. DeWald
and
George DeWald.

Copy of the foregoing Amended Bill of Complaint received this ___ day of _____1948

_____
John W. Prinz

_____
Morris Lee Kaplan

I hereby certify that on this 27th day of April, 1948, I mailed a copy of the foregoing amended Bill of Complaint Postage pre paid to Murray McNabb, 11 E. Lexington Street, Balto., Maryland, attorney for defendant heirs and to the defendants Morris Lee Kaplan, Munsey Bldg., Balto., Md., and John W. Prinz, Munsey Bldg. Baltimore, Md.

C. Maurice Weidemeyer.

Filed April 27", 1948

PETITION OF PLAINTIFFS

TO THE HONORABLE, THE JUDGES OF SAID COURT

The Petition of Plaintiffs, Elizabeth Bristow, Helen Kolb, George Bottemace and Evelyn Russell, by C. Maurice Weidemeyer and J. Calvin Carney, their attorneys of record, respectfully shows:

4

1. That heretofore in this cause was filed an Original Complaint by Plaintiff, Elizabeth Bristow, and subsequent thereto were filed the answers of Defendants, Morris Lee Kaplan and John W. Prinz. That on February 7, 1948, Murray McNabb, Esquire, of Baltimore City appeared in this case and filed an answer on behalf of Defendants, Edna Dunigan, Susie Uraaca, Lynch G. DeWald, Charles G.DeWald and George DeWald.

2. That said Murray McNabb, also appeared and represented Defendants, Edna Dunigan, Susie Uraaca, Lynch G.DeWald, Charles G. DeWald and George DeWald, at taking of depositions in this cause.

3. That on April 27, 1948, the Amended Bill of Complaint of Plaintiffs was filed herein and C. Maurice Weidemeyer, Attorney for Plaintiffs mailed copies of the said Amended Bill of Complaint on April 27, 1948, postage prepaid, to Defendants, Morris Lee Kaplan and John W. Prinz, Munsey Building, Baltimore, Maryland and also to Murray McNabb Esquire, 11 East Lexington Street, Baltimore, Maryland, as attorney for the Defendants represented by him.

4. That altho the time for answering the Amended Bill of Complaint has expired, none of the Defendants herein have filed an Answer thereto.

WHEREFORE, your Petitioners pray that an order be entered herein requiring the Defendants or their attorneys to file answers to the Amended Bill of Complaint within a time specified, under penalty of having this cause proceeded with as in case of default, upon their failure to answer in the time allowed

AND, as in duty bound, etc.

C. Maurice Weidemeyer
J. Calvin Carney ,per C.M.W.
Attorneys for Petitioner

ORDER OF COURT

UPON consideration of the foregoing and attached Petition, it is by the Court this 22 day of July, 1948,

ORDERED, that the Defendants, Edna Dunigan, Susie Uraaca, Lynch G. DeWald, Charles DeWald, George DeWald, Morris Lee Kaplan and John W. Prinz, or by their attorneys, cause their answers, answering Plaintiffs Amended Bill of Complaint to be filed herein within fifteen days from the date of this Order, otherwise this cause may be proceeded with as in case of default, provided, however, that a copy of this Order and the attached Petition is mailed forthwith to the Defendants and their attorneys of record.

°°°(CERTIFICATE OF MAILING Pg 114) Marvin I. Anderson, JUDGE.

Filed 22 July, 1948

ANSWER OF ADMINISTRATORS TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Morris Lee Kaplan and John W. Prinz, Administrators, by Morris Lee Kaplan and John W. Prinz, respectfully represents unto your Honor:

1. Answering Paragraph One of said Bill of Complaint, the Defendants deny the allegations contained in "A" and "B" thereof.

2. Answering Paragraph One of said Bill of Complaint, the Defendants admit the allegations contained in "C" thereof.

3. Answering Paragraph Two of said Bill of Complaint, the Defendants admit the allegations contained therein.

4. Answering Paragraph Three of said Bill of Complaint, the Defendants neither admit nor deny the allegations contained therein.

5. Answering Paragraph Four of said Bill of Complaint, the Defendants admit the allegations contained therein.

6. Answering Paragraphs Five, Six, Seven, Eight and Nine of said Bill of Complaint, the Defendants neither admit nor deny the allegations contained therein.

WHEREFORE having fully answered the said Bill of Complaint, they hence pray that the same may be dismissed.

AND AS IN DUTY BOUND, etc.

Morris Lee Kaplan
John M. Prinz
Administrators

I hereby certify that on this 3rd day of August, 1948, I mailed a copy of the foregoing Answer to the Amended Bill of Complaint, postage pre-paid to C. Maurice Weidemeyer, Annapolis, Maryland, Attorney for Complainants.

Morris Lee Kaplan

Filed Aug. 4", 1948

ANSWER OF L.G.DeWald & Chas.G.DeWald, TO AMENDED BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Charles G. DeWald and Lynch G. DeWald, Defendants in the above entitled cause, by Hugh K. Holmes, their solicitor, respectfully shows unto your Honor as follows:

1. Answering Paragraph number one of the Amended Bill of Complaint these respondents neither admit or deny the allegations contained therein.

2. Answering Paragraph number two of the Amended Bill of Complaint these respondents admit the allegations contained therein.

3. Answering Paragraph number three of the Amended Bill of Complaint these respondents admit that notices to creditors have been issued by Morris Kaplan and John W. Prinz, Administrators of the Estate of Susie DeWald, and that the time has expired, and that the said Administrators have duly filed an Administration Account; but these respondents neither admit or deny that the said account erroneously distributed the entire estate to the five children of John DeWald.

4. Answering Paragraph number four of the Amended Bill of Complaint these respondents admit the allegations contained therein.

5. Answering Paragraph number five of the Amended Bill of Complaint these respondents admit the death of the said Mary E. Millbrook, and that she left a Last Will and Testament duly admitted to probate and filed in the office of the Register of Wills for Anne Arundel County, wherein the rest and residue of the Estate of the said Mary E. Millbrook was devised to her sister, the said Susie DeWald, and that the said property is subject to certain conveyance thereout as set forth in sub-paragraphs (a),(b), and (c) of Paragraph five of the said Amended Bill of Complaint; but these respondents neither admit or deny that the said Elizabeth Bristow, Helen Kolb, George Bottlemace, Evelyn Russell, Margaret Billings, Henry ~~Kirby,~~ Robert Kirby, and Harry Kirby are heirs at law of the said Susie DeWald, or are entitled to any part of said property.

6. Answering the seventh paragraph of the Amended Bill of Complaint, these respondents admit that the said property is improved by a frame dwelling, and that the said property

cannot be divided in kind without loss and injury to the parties interested; but these respondents neither admit or deny that the parties plaintiff are parties in interest.

7. Answering the eighth paragraph of the Amended Bill of Complaint, these respondents neither admit or deny that all of the parties named therein have any interest in the said property; and these respondents admit that all of the Defendants are of full age and sui juris.

8. Answering the ninth paragraph of the Amended Bill of Complaint, these respondents deny all of the allegations contained therein; and aver that they have never known, and do not now know, that the Plaintiffs are related to the deceased Susie DeWald, and aver further that the said Plaintiffs have been guilty of laches in that they have asserted no claim or pretense of being heirs of the said Susie DeWald until the institution of this suit, although the said Susie DeWald departed this life on September 23, 1945, and the Plaintiffs were well informed of this fact at the time; and these respondents further aver that the property of Susie DeWald was sold for taxes, as will more fully appear with reference to Equity Case No. 9457, and that Charles G. DeWald, one of these respondents, advanced the sum of Two Hundred Thirty-Six Dollars and Seventy-Five Cents ($236.75) in order to redeem the said property according to law, so as to preserve the same for these entitled to share herein.

Having fully answered the Amended Bill of Complaint in this cause exhibited against them, these defendants pray that the Court demand strict proof of all of the allegations of the said Bill; that the said Charles G. DeWald be fully reimbursed for money advanced as aforesaid, and these Defendants hereby consent to the passage of such decree as may be right and proper in the premises.

AND AS IN DUTY BOUND,ETC.

Charles G. Dewald
Lynch G. Dewald

Hugh K. Holmes,
Solicitor for Respondents.

I Hereby Certify that I have mailed a copy of this Answer to C. Maurice Weidemeyer, Solicitor for Plaintiffs, at his office at 217 Main Street,Annapolis, Maryland; and a copy to Malcolm B. Tebbs, Solicitor for Plaintiffs, at his office at Munsey Building, Baltimore, Maryland.

Hugh K. Holmes.

Filed Aug. 13", 1948

ANSWER OF GEO. DEWALD TO AMENDED BILL.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of George DeWald, one of the defendants in the above entitled cause, respectfully shows unto your Honor, as follows:

1. That he admits the allegations contained in the first paragraph of the Bill of Complaint as to the death of Susie DeWald but denies that she left any heirs at law or next of kin other than the defendants in this case.

2. This respondent admits the allegations contained in the second paragraph of the bill of complaint.

3. This defendant admits the allegations in the third paragraph of the bill of complaint as to the Administration of the estate and the filing of the Administrator's account and the distribution of same to the five children named in Paragraph 10 but denies that he ignored any interest of the Plaintiff, Elizabeth Bristow, or the

other plaintiffs mentioned in these proceedings for the reason that the said plaintiffs had no interest in said estate so that this defendant denies all the rest of the said paragraph.

4. That defendant admits the allegations contained in the fourth paragraph of the bill of complaint as to the death of the said Susie DeWald and the property left by her as well as the liens set out against said property in the said paragraph.

5. That this defendant admits the death of the said Susie DeWald as alleged in the fifth paragraph of the bill of complaint together with certain property there listed as having belonged to her.

6. This defendant denies the allegations of the sixth paragraph of the bill of complaint as to an alleged interest of the Plaintiffs in said property.

7. This respondent admits the allegations of the seventh paragraph of the bill of complaint.

8. This defendant avers that the said Plaintiffs have no interest in the said estate and there is nothing but to deny in the eight paragraph.

9. This defendant denies the allegations contained in the ninth paragraph of the bill of complaint which infers that this defendant and others knew of the relationship of the plaintiffs to themselves and aver on the contrary that there was no such relationship. This defendant further denies all the rest of the allegations contained in said paragraph, insofar as same may be relevent and pertinent to the issues of this case.

WHEREFORE this defendant having duly answered the bill of complaint in this cause exhibited against him prays that he may be hence dismissed with the proper costs.

AND AS IN DUTY BOUND,&c.

George DeWald
Defendant

Murray MacNabb
Solicitor for Defendant, Geo. DeWald

Copy mailed this 11th day of August, 1948 to J. Calvin Carney,Esq.,Central Savings Bank Bldg., Baltimore, Md.

Murray MacNabb
Sol. for Defendant, Geo. DeWald.

Filed August 20, 1948

AUTHORITY TO REPRESENT MARGARET BILLINGS, HENRY KIRBY, ROBERT KIRBY and HARRY KIRBY.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, children of Mamie Kirby, (nee Bottlemace) do hereby irrevocably nominate, constitute and appoint MALCOLM B. TEBBS as our attorney, as our attorney in fact and as our attorney at law, to represent us in all matters pertaining to claims arising out of property either real or personal, of the late Susie DeWald, or for any claim against her estate or against the heirs, executors or administrators of her estate, and we do hereby authorize the said MALCOLM B. TEBBS to act for us and in our stead with the same full force and effect as we could if personally present, and we do hereby further authorize and direct that the said MALCOLM B. TEBBS, Esquire, shall represent us in all matters and claims arising out of said property, real or personal of the said late Susie DeWald or her estate and we do hereby by virtue of these presents ratify and confirm any and every act done by the said MALCOLM B. TEBBS in pursuance of the foregoing authority.

IN WITNESS WHEREOF, we have herunto set our hands and seals this 22nd day of April, A.D. 1948.

Margaret Billings (SEAL)

WITNESSES:

Thomas W. Maher

Henry Kirby (SEAL)

Robert S. Kirby (SEAL)

Harry Kirby (SEAL)

Filed November 18, 1948

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Plaintiffs, Elizabeth Bristow, et al, by C. Maurice Weidemeyer, Attorney of record, respectfully shows:

1). That heretofore, on July 22, 1948, there was entered herein an Order, requiring the Defendants to file answers to the Amended Bill of Complaint, within 15 days from the date of said Order. Said Order provided that same should be mailed forthwith to the Defendants and their Attorneys of record.

2). As shown by certificate, filed herein on July 22, 1948, and attached to the aforesaid Order, all the Defendants and their Attorneys of record were mailed copies of the said Order of Court on July 22, 1948.

3). The record in this case discloses that all of the Defendants have now filed answers to the Amended Bill of Complaint, with the exception of Defendants, Edna Dunigan and Susie Uraaca.

4). Plaintiffs desire that this cause be proceeded with and desire that a Decree Pro-Confesso be entered herein against the Defendants, Edna Dunigan and Susie Uraaca.

Wherefore, your Petitioners pray that a Decree Pro-Confesso be entered herein against the Defendants, Edna Dunigan and Susie Uraaca.

C. Maurice Weidemeyer

Attorney for Plaintiffs.

DECREE PRO CONFESSO

Against Defendants, Edna Dunigan and Susie Uracca.

Upon consideration of the foregoing Petition and it appearing that Defendants Edna Dunigan and Susie Uraaca have failed to appear to and answer the Amended Bill of Complaint, according to the Order of this Court, dated July 22, 1948, and duly mailed to said Defendants, it is by the Circuit Court for Anne Arundel County in Equity, this 18th day of November, 1948.

ADJUDGED, ORDERED AND DECREED, that said Amended Bill of Complaint, be and the same is hereby taken Pro-Confesso against said Defendants, Edna Dunigan and Susie Uraaca.

Benjamin Michaelson, Judge.

CERTIFICATE OF MAILING

I, C. Maurice Weidemeyer, one of Attorneys of record for the Plaintiffs, hereby certify that on this 18th day of November, 1948, I mailed, postage prepaid, a copy of the foregoing Petition and Decree Pro-Confesso to each of the following at the addresses listed, namely:

Edna Dunigan
704 South Broadway
Baltimore, Maryland

Susie Uraaca
128 South Chapel Street,or
704 South Broadway
Baltimore, Maryland.

John W. Prinz
Munsey Building
Baltimore, Maryland.

Morris Lee Kaplan
Munsey Building
Baltimore, Maryland

Hugh K. Holmes
Mt. Road, Lakeshore
Pasadena, Maryland
Attorney for Lynch G. DeWald and
Cgarles G. DeWald

Malcolm B. Tebbs
Munsey Building
Baltimore, Maryland

Murray McNabb
11 East Lexington Street
Baltimore, Maryland,
Attorney for George DeWald

C. Maurice Weidemeyer

DECREE PRO CONFESSO

Against Defendants, Edna Dunigan and Susie Uraaca.

Upon consideration of the foregoing Petition and it appearing that Defendants Edna Dunigan and Susie Uraaca have failed to appear to and answer the Amended Bill of Complaint, according to the Order of this Court, dated July 22, 1948, and duly mailed to said Defendants, it is by the Circuit Court for Anne Arundel County in Equity, this 18th day of November,1948,

ADJUDGED, ORDERED AND DECREED, that said Amended Bill of Complaint, be and the same is hereby taken Pro-Confesso against said Defendants, Edna Dunigan and Susie Uraaca.

Benjamin Michaelson, Judge.

Filed November 18, 1948

ORDER FOR SUMMONS FOR WITNESSES

The Clerk of the Court will please summon as witnesses for the Plaintiffs, the following:

1. Helen Kolb, 127 South Potomac Street, Baltimore, Md.
2. George Bottlemace, c/o Hall's Restaurant, 2200 E. Fayette Street, Baltimore, Md.
3. Mrs. Margaret King, 310 South Castle Street, Baltimore, Md.
4. Mrs. Annie Dewald, 704 S. Broadway St., Baltimore, Md.
5. Mrs. Elizabeth Dewald, 34 North Patterson Park Ave.,Balto. Md.
6. Mrs. Catherine Dixon, Ridge Road,Hanover P.O., A. A. County.
7. Mrs. Edna Dorsey, Box 368, Linthicum Heights, North Linthicum, nr. Elkridge, A.A. County, On Road from Stoney Run to Elkdridge.
8. Mrs. Den Langville Dewald, Nr. Thompson-Langville Boatyard, Jones Station, A. A. County, Md.
9. Edward W. Young, 6104 O'Donnell Street, Balto. 24, Md.

AND make same returnable in this Court at the trial of this cause before the Court on Thursday, March 24, 1949 at 10 o'clock A.M.

C. Mauriace Weidemeyer
Attorney for Plaintiffs.

Filed March 18, 1949.

ORDER TO STRIKE OUT APPEARANCE OF MURRAY MACNABB, FOR GEORGE DeWALD.

Mr. Clerk:

Please strike out my appearance for George DeWald.

Murray MacNabb,
Solicitor for one of the Defendants,George DeWald.

Filed March 24, 1949

Request for Re-issue of Summons and Complaint
on Defendant, George DeWald.

The Clerk will please issue alias summons with copy of Complaint directed to the

Defendant, GEORGE DeWALD as follows:

GEORGE DEWALD,

Kaiser Res.,NORTH POINT ROAD,nr. EASTERN AVENUE, Baltimore County, Maryland.

C. Maurice Weidemeyer, and

J. Calvin Carney,Attorneys for Plaintiff.

By C. Maurice Weidemeyer,

Filed Aug. 15, 1947

ORDER TO ENTER APPEARANCE

Mr. Clerk:

Please enter my Appearance for the Defendant George DeWald in the above entitled case.

Hugh K. Holmes,

Filed March 31, 1949

(ooo Follows ORDER OF COURT - page 108)

CERTIFICATE OF MAILING.

I, C. Maurice Weidemeyer, one of the Attorneys of record for the Plaintiffs hereby certify that on this 22nd day of July, 1948, I mailed, postage prepaid, a copy of the foregoing Petition, Order and this Certificate to each of the following at the addresses listed, namely:

Edna Dunigan
704 South Broadway
Baltimore, Maryland.

Susie Uraaca,
128 South Chapel Street, or
c/o Edna Dunigan,
704 South Broadway
Baltimore, Maryland

Lynch G. DeWald,
Dorsey Avenue,
Essex , Baltimore Co. Md.

Charles G. DeWald
408 North Bouldin Street
Baltimore, Md.

George DeWald,
112 Quantil Way,
Armistead Gardens,
Phila. Road,
Baltimore, Md.

Morris Lee Kaplan,
1531 Munsey Building,
Baltimore, Maryland.

John W. Prinz,
706 Munsey Building
Baltimore, Maryland.

Murray McNabb,
11 East Lexington Street,
Baltimore, Maryland.

C. Maurice Weidemeyer

Filed July 22, 1948

D E C R E E

Decree for Appointment of Trustees and for Sale of REAL ESTATE

The ABOVE ENTITLED CASE coming on for hearing in open Court on Bill of Complaint and Answers of Lynch G. DeWald, Charles G. DeWald, George DeWald, and Morris Lee Kaplan and John W. Prinz, Administrators of the Estate of Susie DeWald, deceased, and decree pro confesso against defendants Edna Dunigan and Susie Uraaca; testimony having been taken in open court and the entire proceedings being by the court read and considered, it is thereupon this 1st day of April,1949, by the Circuit Court for Anne Arundel County in Equity, in the above entitled matter, ADJUDGED, ORDERED AND DECREED, that the improved fee simple property, comprising five (5) acres of land, more or less, located near North Linthicum, Anne Arundel County, State of Maryland, mentioned and described in these proceedings, be sold; that C. Maurice Weidemeyer and Morris Lee Kaplan, be and they are hereby appointed Trustees to make sale of said property and that the course and manner

of their proceedings shall be as follows: They shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves and a corporate surety to be approved by this court or the Clerk thereof, in the penalty of Five Thousand Dollars ($5000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decrees or order in the premises; they shall then proceed to make sale of said property as follows: (a) if said property is sold at Public Auction,after having given at least twenty (20) days notice by advertisement, inserted in at least one newspaper published in Anne Arundel County, State of Maryland, as they shall think proper, of the time, place, manner and terms of sale, which shall be cash upon ratification of sale by this Court; (b) if sold at private sale, said sale shall be for not less than Five Thousand Dollars ($5,000.00) cash upon ratification of sale by this Court; and as soon as may be convenient, after such sale, 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 said sale, and on payment of the whole purchase money, and not before, the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the aforesaid property in fee simple, free, clear and discharged from all claims of the parties hereto, complainants and defendants, and those claiming by, from or under them, or any of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs and expenses of this suit, cost of redeeming said property from tax sale, or reimbursement thereof, and commissions to said Trustees, as follows: (a) said defendants, Edna Dunigan, Susie Uraaca, Lynch G. DeWald, Charles G. DeWald, and George DeWald, shall pay to the Trustees herein, each the sum of Seventy-five Dollars and Twenty-two and two-fifths Cents for a total of Three Hundred Seventy-six Dollars and Twelve Cents ($376.12), or said sums shall be deducted from their distributive shares herein, being the amounts which the said defendants erroneously received in excess of the proper amount in the distrubution of the personal estate of Susie H. DeWald in the Orphans Court of Baltimore City, and said fund shall be distributed and paid herein one-half to Elizabeth Bristow and one-half to the descendants of Henry Bottlemace as herein provided; (b) One-third of the net proceeds of sach sale to Elizabeth Bristow, only child of Annie DeWald Redberg; (c) One-third thereof as follows, to the following children and descendents and legatees of deceased children of Henry Bottlemace: Helen Kolb, four thirty-sixths thereof; George Bottlemace, four thirty-sixths thereof; Evelyn Russell, one thirty-sixth thereof; Margaret Billings, one forty-eighth thereof; Henry Kirby, one forty-eighth thereof; Robert Kirby, one forty-eighth thereof, Harry Kirby, one forty-eighth thereof; (d) One-third thereof to the children of John DeWald as follows: Edna Dunigan, one fifteenth thereof; Susie Uraaca, one-fifttenth thereof; Lynch G. DeWald, one fifteenth thereof; Charles G. DeWald, one fifteenth thereof; George DeWald, one fifteenth thereof.

James Clark. J U D G E

No objections.

C. Maurice Weidemeyer, Atty. for Plfs.

Morris Lee Kaplan,

Hugh K. Holmes.

Filed April 4", 1949

J.H.H. No.66 Equity

TRANSCRIPT
PLAINTIFF'S EXHIBIT No. 1.

Price 50 Cents

July 7, 1947

Baltimore City Health Department

No. 138315

Registered No.A 79961

Certificate of Death

1. PLACE OF DEATH:

(a) Baltimore,City,Maryland

(b) Street address 77 Hamstead St.

(e) Length of stay in Baltimore

(yrs.mons.or days) 21 yrs.

2. USUAL RESIDENCE OF DECEASED:

(a) State Md. (b) County —

(c) City or town Baltimore

(d) Street No. 77 Hamstead St.

3. (a) FULL NAME ANNIE REDBERG

4. Sex Female 5. Color or race White 6. (a) Single,married,widowed or divorced - married. 6 (b) Name of husband or wife- 7. Birth date ofdeceased -; 8. Age 21 years 9. Birthplace Baltimore, Md. 10;Usual Occupation Housekeeper. --- 17 (a) Burial (b) date thereof Dec, 6, 1884 (c) Cemetery or crematory, Mount Carmel. 18 (a) Funeral director Henry Hoesh (b) Address 309 Central Ave. 19. (a)(Date recd--- by registrar Dec. 5, 1884. (b) James A. Steuart M.D.,Registrar. MEDICAL CERTIFICATE (20) DATE OF DEATH Dec. 4, 1884, at-M;21 Immediate cause of death Pithisis Pulmonalis Due to Exhaustion. (23) Signature S. V. Hoofman, M. D. 346 E. Baltimore St. RCK

Issued by Huntington Williams, M.D.,Registrar of Vital Statistics , per

VS 230 A. Walter Just

PLAINTIFFS' EXH. 2.

Adm/S-367 DEPARTMENT OF COMMERCE 1-244-049

Bureau of the Census

July 31,1947

Re: Family of Mary DeWald

Mr. C. Maurice Weidemeyer, Attorney
1829 M.Street, N.W.
Washington, D.C,

The following information,including spelling of name, relationship, age, etc. IS AN EXACT COPY of the census record as reported by the census taker on the original schedule.

Census of 1880, taken as of June 1

321 Dallas Street, Baltimore ; County _ State Maryland.

Name	Relationship	Age	Place of Birth	Citizenship
Devald, Mary	Mother	43	Prussia	--
- Henry	Son	23	District of Columbia	
Annie	Daughter	18	Maryland	
George	Son	15	Maryland	
Edward	Son	11	Maryland	
Susie	Daughter	9	Maryland	
John	Son	5	Maryland	
William	Son	2	Maryland	

ANY ALTERATION VOIDS THIS TRANSCRIPT

J.C.Capt. Director.

lm The Bureau of the Census does not issue birth certificates,but this record is often accepted in place of one. U.S. Government Printing Office 1946 - 0-711794

J.H.H. No. 66 Equity

PLTFFS EXH. # 3.

STIPULATION

It is hereby stipulated that, at the trial of this cause of action, certain portions of the evidence be admitted without formal proof and that certain other facts are existant and admitted as follows:

1. That Certificate of Death No. 138315, being the Death Certificate of Annie Redberg, be admitted into evidence without formal proof.

2. That the transacript of the 1880 Census, namely that portion thereof showing the family of Mary DeVald which resided at 321 Dallas Street, Baltimore, Maryland, be introduced into evidence without formal proof.

3, That an examination of Page 134 of the June 1870 Census of the Fourth Watd of Baltimore City, at the National Archives Washington, D. C. discloses the following:

Name	Age	Sex	Color	Birthplace
"Dewalt, John	33	M.	W.	Baden
Mary	32	F.	W.	°
Henry	12	M.	W.	Dist. of Col.
Mary	9	F	W.	Maryland.
Anna	6	F.	W.	Maryland.
George	4	M.	W.	Maryland.
Edward	6/12	M.	W.	Maryland.
Henry	18	M.	W.	Maryland.
Margaret	15	F.	W.	Maryland. "

°Birthplace of Mary Dewalt is illegibly written, but appears to be Saxony.

4. That the following is disclosed by an examination of old Baltimore City Directories:

(a) Polk's Gazeteer, Delaware, Maryland and West Virginia, for Baltimore City for the year 1884 lists:

"Hoeck, Henry and Sons, Undertakers, 309 N Central Ave."

and also

"Hoopman, Sylvester V. Physician, 346 E. Balto."

(b) The Maryland and D. C. Gazette for Baltimore City for the year 1871 lists:

"Dewald, John, furn. wagon., 25 L. Gough"

(c) Woods Directory for Baltimore City for the year 1871 lists:

"Dewald, Henry, driver, 25 L. Gough"

" Dewald, John, furn. wagon 25 L. Gough"

(d) Woods Directory for the City of Baltimore for the years 1867-68 lists:

"Dewald, John M. furniture wagoner, 76 n. Ann"

(e) Woods Directory for Baltimore City for the year 1872 lists:

"Dewold, John, furn. wagon. 25 L. Gough"

(f) Woods Directory for Baltimore City for the year 1875 lists:

"Dewold, John M. lab. 58 Ensor"

(g) Woods Directory for Baltimore City for the year 1878 lists:

"Dewalt, John, lab. Ensor nr Chase"

(h) Woods Directory for Baltimore City for the year 1879 lists:

"Dewalt, John, lab. Ensor nr Chase"

and also

"Silversach, Andw., paver , 359 E. Eager"

(i) Woods Directory for Baltimore City for the year 1880 lists:

"Silversach, Andw., paver, 359 E. Eager"

and also

"Dewalt, John, lab. 321 N. Dallas"

(j) Woods Directory of Baltimore City for the year 1883 lists:

"Silbersack, Andw., paver, 359 E. Eager"

and

"Silbersack, Casper, paver, 9 N. Durrham"

and

"Silbersack, John, tailor, 359 E. Eager"

and

"Silbersack, Michael, tailor, 359 E. Eager"

(k) Woods directory for Baltimore City for the year 1884 lists:

"Rettberg, Alford, Lab., 89 Fairmount Avenue

and

"Silversack, John, 18 Angle al"

and

"Silversack, Michael, 18 Angle al"

(l) Sheriff and Taylor's Directory for Baltimore City for the year 1884 shows:

"Redberg, Albert, lab., 89 Fairmount Ave."

and also

"Silversack, Andw., paver, 77 Hampstead"

and

"Silversack, Casper, paver, 77 Hampstead"

(m) Sheriff and Taylor's Directory for Baltimore City for the year 1885 lists:

"Bottlemess, Henry, lab. bds. 120 3rd Ave."

(n) Polks' Baltimore City Directory for the year 1889 lists:

"Bottlemace, Henry, lab. 411 N. 3rd E."

(o) Polks's Directory for Baltimore City for the year 1891 lists:

"Bottlemace, Henry, engineer, 507 O'Donnell Ext."

(p) Polk's Directory for Baltimore City for the year 1900 lists:

"Bottlemace, Henry, engineer, 2531 Foster Ave."

(q) Polk's Directory for Baltimore City for the year 1910 lists:

"Bottlemace, Henry, engineer, 817 S. Patuxent."

5. (a) An examination of the Criminal Docket for Baltimore City for the year 1884 and namely case No. 1191, discloses that Albert Redberg was committed to jail. The committment paper of said case stating "Albert Redberg is charged under the oath of Officer Thomas with assaulting and shooting William Friedel in the left breast with a pistol with intent to kill on the 14th day of Sept. 1884".

That Grand Jury presentment was on September 24, 1884. Indictment was in two counts. First count charged Albert Redberg, yeoman, with assault with intent to kill one William Friedel and second count charged simple assault upon William Friedel.

On the reverse side of Counsel's appearance slip were listed:

"Defendants Witnesses: Mrs. Anna Rettberg" (this name is crossed out). Docket entries in the case are as follows:

"5 Dec. submitted under plea non cul and issue jury trial.

5 Dec. not guilty on first count, guilty on second count.

Judgment: sentenced to 18 mos. in jail."

(b) From the Baltimore American Newspaper of Monday, September 15, 1884, under the column "Saturdays Local News" appeared the following:

"Albert Redberg, a young German, while under the influence of liquor, shot and nearly killed William Friedel on Saturday while the latter was standing in his doorway. The act was entirely unprovoked."

In the same paper under the column "Redberg sent to jail" appeared the following:

"Albert Redberg who shot William Friedel at his residence 259 S. Durham Street on Saturday afternoon was sent to jail yesterday by Justice Sanner. Dr Dashiell who is attending Friedel thinks he will die".

(c) In the Baltimore American of December 5, 1884, under "The Court Docket" appeared the following:

"Assignment: Albert Redberg, assault to kill".

(d) In the Baltimore American of December 6, 1884, under "Court Docket" appeared the following:

"Albert Redberg, Assault, 18 mos. in the penitentiary."

6. That a transcript of the records of Mt. Carmel Cemetery, Baltimore, Maryland, pertaining to burials in Lots 107 and 110 in Sec. T of that cemetery, certified to or sworn to by the caretaker of said cemetery be admitted into evidence without formal proof.

C. Maurice Weidemeyer and

J. Calvin Carney, Attorneys for Plaintiffs.

Elizabeth Bristow; Helen Kolb, George Bottlemace, Evelyn Russell

Hugh K. Holmes, Attorney for Defendants

Malcolm B. Tebbs, Attorney for Plaintiffs

Charles DeWald; Lynch G. Dewald.

Margaret Billings, Henry Kirby, Robert Kirby, Henry Kirby.

Murray McNabb, Attorney for George DeWald

Morris Lee Kaplan, Defendant

John W. Prinz, Defendant.

AFFIDAVIT OF EDWARD YOUNG

State of Maryland

City of Baltimore, to Wit:

Edward Young being first duly sworn and on oath, deposes and says: That he is one of the caretakers of Mount Carmel Cemetery located in Baltimore, Maryland, and that he is custodian of the records of said Cemetery. That the burial records of said Cemetery discloses that Lots Nos. 107 and 110 in Section "T" are listed in the name of JOHN McDEWALD" and that the burials in said Lots, as disclosed by an examination of the said records, said examination having been made by deponent, are as set forth on the attached sheet:

Edward Young.

Edward Young

Subscribed and sworn to before me this 24 day of March, 1949

Theodore T. Pantaleo,

(Notarial Seal) Notary Public

DATE	NUMBER	NAME OF DECEASED	PLACE OF BIRTH	AGE	RESIDENCE	DISEASE DIED OF	MARRIED OR UNMARRIED	NUMBER	AREA	LOCATION
Jan 8, 1880	839	John M. McDeWald	Germany	44 years	321 Dallas St.	Fracture of skull	Married	110	T	First Grave South
Dec. 6, 1884	3001	Annie Redberg	Maryland	21 years	77 Hampstead St.	Phthisis	Married	107	T	First Grave South
Sept. 28, 1885	3317	Eddie Bottlemest	Maryland	3 months	Baltimore County	Spasm	Unmarried	110	T	Third Grave in lot
Mar. 12, 1888	4338	Clara Bottlemace	Maryland	1 year 9 months	Canton, Baltimore County	Croup	Unmarried	110	T	4th Grave in lot
Nov. 1, 1888	4638	John H.B. ortholma	Maryland	4 months	Baltimore County	Spasms	Unmarried	110	T	Reopened
July 9 1889	4913	William McDeWald	Maryland	12 years	Abbotts Iron Wharf	Drowned	Unmarried	107	T	2nd grave from south
Sept. 21 1891	6075	Maggie Dewall	Maryland	4 days	622 Rose St.	Premature birth	Unmarried	107	T	Reopened
July 12, 1892	6566	Edward Dewald	Maryland	3 days	2531 Canton Ave.	Premature birth	Unmarried	110	T	
June 27 1893	7010	John M. Dewald	Maryland	1 month	2531 Canton Ave.	Maramus	Unmarried	110	T	Reopened
Jan. 16 1894	7314	Carl Fetty	Maryland	3 years 6 months	Baltimore County	Croup	Unmarried	110	T	5th grave from north
Mar. 27 1895	7867	Casper Silbersack	Maryland	40 years	2541 Canton Ave.	Pneumonia	Married	107	T	Reopened
Feb. 26 1897	8826	Edward Dewald	Maryland	28 years	2221 Madena Alley	Typhoid fever	Married	107	T	4th grave from south
April 13 1898	9310	Mamie Parks	West Virginia	35 years	913 Harris Alley	Phthisis	Married	110	T	Reopened 1st grave south
Sept.30 1901	10907	Charles M. Johnson	Maryland	43 years	510 S. Rose	Rheumatism of heart	Married	110	T	5th grave from north
June 13 1894	7489	Mary Dewall	Maryland	3 days	2530 Canton Ave.	Eclampsia	Unmarried	110	T	
April 21 1914	15608	Mary E. Schroeder	Maryland	75 yrs.9mo. 7 days	Sykesville, Md.	Broncho . pneumonia		110	T	1st south, removed to lot 107 re-opened -2nd gr. frm. north
Jan.10 1936	20168	Anna Robertson	Maryland	60 yrs.11 mo. 29 days	Hopkins Hosp.	Appoplexy	Married	107	T	2nd grave from north reopened
May 8 1945	21101	George Soan	Maryland	62 years	Anne Arundel, Md.			110	T	2nd grave,reopened south
May 18 1945	21102	Carrie Dewald	Maryland	2 weeks	City Hospital			107	T	1st grave at head North reopened
Sept.27 1945	21123	Susie Dewald	Maryland	73 years	243 S. Chapel St.			110	T	1st grave from South

Plfts. EXHIBIT NO. 5. Chart.

Common Ancester - - Mary.Bottlemace Dewald Silversack Schroeder

(1) married to Bottlemace

/ 2 children

Twins-Charles Bottlemace (died in infancy)

(A) Henry Bottlemace m. Maggie Hutz

A-1 Mamie Kirby (died 1930)

(a) Margaret Billings

(b) Henry Kirby

(c) Robert Kirby

(d) Harry Kirby

A-2 Helen Kolb

A-3 Marian Wright (decd Aug. 21/46) Will-1/3 to

(a) Evelyn Russell,daughter;

1/3 to (b) Helen Kolb,sister,

1/3 to (c) George Bottlemace, brother,

A-4 George Bottlemace

married (2) to John McDewald (died 1880)

/ 7 children

B. Mary (decd)-m. (1) Charles M. Johnson

(2) Chris.Millbrook. No children. Mar. (3) Casper Silversack / No children

Willed to Susie DeWald Mar. (4) Schroeder / No.children

C. Annie-m.to Albert Redberg (decd 12/4/84)-1 child

C-1 Elizabeth Bristow, b. 12/25/83

D. George -m to Den Langville (Dec'd before Annie) - no children

(Susie married - no children) in pencil

E. Edward Dewald- died Feb. 27,1897-

No children.

F. John Dewald m. to (1) Annie--married (2) Elizabeth (died 194-

No children

F (1) Edna Dunnigan

F (2) Susie Uraaca

F (3) George Dewald

F (4) Charles Dewald

F.(5) Lynch Dewald

G William McDeWald (drowned at age of 12 - July, 1889)

Not Filed

BOND OF TRUSTEES

KNOW ALL MEN BY THESE PRESENTS: That we, C. MAURICE WEIDEMEYER and MORRIS LEE KAPLAN, as principals, and GLENS FALLS INDEMNITY COMPANY, a New York Corporation, of Glens Falls, New York, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00), to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us,our and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 8th day of April, in the year nineteen hundred and forty-nine.

WHEREAS, by decree of the Circuit Court for Anne Arundel County, sitting in Equity, passed in a cause in said Court on the 1st day of April, nineteen hundred and forty-nine, between Elizabeth Bristow, et al, complainants, and Edna Dunigan , et al, respondents, the above bound C. Maurice Weidemeyer and Morris Lee Kaplan have been appointed Trustees to make sale of the real estate and premises in the proceedings in said cause mentioned:

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH; That if the above-bounden C. MAURICE WEIDEMEYER and MORRIS LEE KAPLAN do and shall well and truly and faithfully perform the trust reposed in them by aforesaid decree or that may be reposed in them by any further 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 — C. MAURICE WEIDEMEYER (SEAL)

in the presence of — MORRIS LEE KAPLAN (SEAL)

Gus D. Hopp — GLENS FALLS INDEMNITY COMPANY

Jean Epstein — By J. Raymond Fletcher

(Corporate Seal) — Attorney-in-fact

Filed & Approved this 18" day of April 1949,

John H. Hopkins, 3rd, Clerk.

Filed April 18", 1949

RELEASE FROM FRED W. OZAZEWSKI TO IRMA SOAN,GEORGE DEWALD AND SUSAN DEWALD.

(STATE SEAL) STATE OF MARYLAND

BALTIMORE CITY, to wit:

No. 9246 Equity

On this 11th day of April,A.D. 1949, before me, the subscriber,a Notary Public for the said City, personally appeared AGNES KAIZER AND MADE OATH, IN DUE FORM OF LAW, THAT he believes the money claimed as paid and charged in the annexed account were bona fide paid as charged, and that the said George DeWald has not, not hath any person for him, to her knowledge and belief, received any payment or satisfaction for the money said as set forth in attached itemized not has she received any security for the same; and that the amount charged and claimed is justly due according to the best of her knowledge and belief.

And on the 11th day of April, A.D.,1949,also personally appeared George DeWald, Clerk of_ and made oath in due form that the money paid or effects and chattles charged in the annexed account was paid and as charged to the said Gusse DeWald as therein charged, and that the said Mary DeWald or her estate benefited accordingly.

Sworn before

(Notarial Seal) — Alma Leona Mattucci, Notary Public

Filed April 19", 1949

Mulberry 7213

MURRAY MacNABB
Attorney at Law
11 E. Lexington Street
Baltimore, 2 Md.

ESTATE OF SUSAN DEWALD

To George DeWald, Dr.

Received from Ella DeWald to George DeWald for Twenty-Five Dollars ($25.00) for the benefit of Susan DeWald	$25.00
Received payment by George DeWald to Dr.John Sczervicki.....	25.00
Receipt showing payment of bill of Susan DeWald to Charlotte Kiisler $123.78	123.78
Executed release showing payment by Irma Sloan and George DeWald for benefit of Susan DeWald	$200.00
Total claim	373.78

Received payment:

in full
Fred W. Ozazewski
et al

#2

Jun 18.1945

Received from Geo DeWald $25.00 oed By Susan De Wald to Anna DeWald.

Anna DeWald

#3

Phone, Wolfe 2125 DE. JOHN V. SCZERBICKI

1802 Easter Ave. Baltimore,Md. Sept. 25, 1945

Mr. George DeWald

To professional services rendered Mrs.Susie DeWald $45.00

Received payment, J.V.Sczerbicki

#4

CHARLES KAISER
1110 Linwood Avenue
Baltimore, Md.

Received from George DeWald , 1110 S. Linwood Ave.,Amount of $143.78 for groceries received by Mrs. Susie DeWald 243 S. Chapel St., Paid in full Sept. 23, 1945

Char. Kaiser

Mrs. A. Kaiser

#5

KNOW ALL MEN BY THESE PRESENTS that I, FRED W. OZAZEWSKI of 1930 Eastern Avenue, Baltimore City, State of Maryland, for and in consideration of the sum of Two Hundred Dollars ($200.00) to me paid by IRMA SOAN, GEORGE DEWALD and SUSAN DEWALD, the receipt whereof is hereby acknowledged, have remised, released and forever discharged, and I do hereby, for myself, my heirs, executors and administrators, remise, release, and forever discharge, the said IRMA SOAN, GEORGE DEWALD and SUSAN DEWALD, and Estate of George Soan, their heirs, executors and administrators, of and from all debts, claims,demands,actions/causes of action, suits dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreement, promises, doings, and liabilities whatsoever, both in law and equity, or which may result from the existing state of things, which against the said IRMA SOAN, GEORGE DEWALD and SUSAN DEWALD I ever had, now have, or which my heirs,executors, or administrators hereafter can, shall, or may have or by reason of any matter, cause,or thing whatsoever, from the beginning of the world to the date of these presents.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 19th day of January, 1946.

WITNESS:

Thelma Halloway Fred W. Ozazwski (Seal)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY certify that on this 19th day of January, in the year 1946,before me, a Notary Public of the State of Maryland, in and for Harford County, personally appeared FRED W. OZAZEWSKI, named in the foregoing RELEASE and acknowledged the aforesaid RELEASE to be His act.

WITNESS my hand and Notarial seal, this 19th day of January, 1946.

(Notarial Seal) Thelma Halloway, NOTARY PUBLIC

FILED APRIL 19", 1949

TRUSTEES' SALE

OF VALUABLE FEE SIMPLE PROPERTY. TWO STORY, SIX ROOM, FRAME DWELLING WITH FOUR ACRES OF LAND,MORE OR LESS, LOCATED ON ELKRIDGE LANDING ROAD NEAR PATAPSCO ROAD, NORTH LINTHICUM, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County in the matter of Elizabeth Bristow et al vs. Edna Dunigan et al, Equity No. 9246, the undersigned

trustees will sell at public auction on the premises on WEDNESDAY, MAY 18th, 1949 at 3:30 o'clock P.M.

ALL that piece or parcel of land and improvements thereon, situate, lying and being in the Fifth Election District of Anne Arundel County, and described as follows:

Beginning for the same at a stone heretofore planted at the end of the fifth line of a deed from Thomas H. Gaither and wife to Rezin Hopkins et al dated November 6, 1907, and recorded in Liber G.W. No. 57,folio 178, of the Land Records of Anne Arundel County and on the north side of a private road thence running with the sixth line of said deed as corrected south seventy-one and one-half degrees west twenty eight perches to the east side of the public road leading from Stony Run to Elkridge, thence bounding on said road three courses, north two and one-quarter degrees west nine perches, to the center of said road, north ten and one-half degrees west thirteen perches to a culvert across said road, thence north fifty-one and one-half degrees west three and one-half perches, thence leaving said road running by a new line to cut off five acres north seventy-one and one-half degrees east thirty-nine and three-fifths perches to intersect the said fifth line of said deed, thence running with a part of said line as corrected south eleven degrees west twenty-eight and one-half perches to the place of beginning. Containing five acres of land, more or less. Save and excepting, however, that portion amounting to 0.1997 of an acre conveyed to Paul S. Clarkson by deed dated November 18, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 82,folio 13. And save and excepting that portion conveyed by Susie Dewald et al to the County Commissioners of Anne Arundel County by deed dated June 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 312, folio 67. And subject to a deed from Rezin Hopkins, et al to the Chesapeake & Potomac Telephone Company of Baltimore City, dated June 2, 1916, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 116,folio 358, giving the right to string poles,etc.

Being a part of the same property conveyed by Charles E. Toomey and Grace A. Toomey, his wife, to Mary E. Millbrook by deed dated April 19, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 5, folio 262, and which was thereafter devised to Susie Dewald by the last will and testament of Mary E. Millbrook.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale. Balance of purchase money to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. All expenses to be adjusted to date of settlement. Documentary stamps, Federal and State, and cost of conveyancing to be paid by the purchasers.

C. MAURICE WEIDEMEYER

Robert H. Campbell, Auctioneer, MORRIS LEE KAPLAN, TRUSTEES m-12

CERTIFICATE OF AUCTIONEER

This is to certify that, as Auctioneer for the sale of the property in this case I appeared on the premises of the property sold, located in the Fifth Election District of Anne Arundel County, Maryland on the Elkridge Landing Road, at 3:30 o'clock P. M., May 18, 1949, and after reading the advertisement of said lots and premises offered

same under the terms of said advertisement attached hereto, and sold same to the highest bidder, Stanley Kulis, for the sum of Three Thousand, Nine Hundred Dollars ($3,900.00).

Robt. H. Campbell, Auctioneer

Filed May 25", 1949

CERTIFICATES OF PUBLICATION

Office of

THE SOUTHERN MARYLAND TIMES, ANNAPOLIS, MARYLAND.

THIS IS TO CERTIFY: That the annexed advertisement of Trustee's Sale of Valuable Property was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland once a week for (4) four successive weeks before the 18th day of May 1949, that is to say, the same was inserted in the issues of April 21, 28 and May 5 and 12, 1949.

THE SOUTHERN MARYLAND TIMES

J. C. Collinson, Jr., Bookkeeper

Filed May 25, 1949

Annapolis, Md. May 20, 1949

We hereby certify that the annexed NOTICE OF TRUSTEES' SALE Eq. #9246- Elizabeth Bristol, 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 19th day of May, 1949. The first insertion being made the 21st day of April, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

Filed May 25, 1949

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND.

The Report of C. Maurice Weidemeyer and Morris Lee Kaplan, Trustees appointed by a decree of this Court passed in the above entitled cause and dated the 1st day of April, 1949, to make sale of certain fee simple improved real estate near North Linthicum, therein mentioned and described in these proceedings, respectfully shows:

That after giving bond with corporate surety in the penalty of Five Thousand Dollars for the faithful performance of their trust, and after having complied with all the 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 Maryland Gazette" and "The Southern Maryland Times", two weekly newspapers published in Anne Arundel County, for four successive weeks before the day of sale, and also by giving notice by handbills distributed and displayed on the premises and in prominent places, copies of said handbills and certificates of publication of newspaper advertisements being attached hereto as a part hereof, your Trustees did, pursuant to said notice, attend at a Sale on the premises, located on the Elkridge Landing Road, near North Linthicum, in the Fifth Election District of Anne Arundel County, at 3:30 o'clock, P. M., on the 18th day of May, 1949, and there proceeded to sell said property in manner and action following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said decree, situated in the Fifth Election District of Anne Arundel County and described as follows:

Beginning for the same at a stone heretofore planted at the end of the fifth line of a deed from Thomas H. Giather and wife to Rezin Hopkins, et al, dated November 6, 1907, and recorded in Liber G. W. No. 57, folio 178, of the Land Records of Anne Arundel County and on the north side of a private road thence running with the sixth line of said deed as corrected south seventy-one and one-half degrees west twenty eight perches to the east side of the public road leading from Stoney Run to Elk Ridge, thence bounding on said road three courses, north two and one-quarter degrees west nine perches to the center of the said road, north ten and one-half degrees west thirteen perches to a culvert across said road, thence north fifty-one and one-half degrees west three and one-half perches, thence leaving said road running by a new line to cut off five acres north seventy-one and one-half degrees east thirty-nine and three-fifths perches to intersect the said fifth line of said deed, thence running with a part of said line as corrected south eleven degrees west twenty-eight and one-half, perches to the place of beginning. Containing five acres of land, more or less. Save and excepting, however, that portion amounting to 0.1997 of an acre conveyed to Paul S. Clarkson by deed dated November 18, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 82, folio 13. And save and excepting that portion conveyed by Susie Dewald et al to the County Commissioners of Anne Arundel County by deed dated June 20, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 312, folio 67. And subject to a deed from Rezin Hopkins, et al to the Chesapeake and Potomac Telephone Company of Baltimore City, dated June 2, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 116, folio 358, giving the right to string poles, etc.

Being a part of the same property conveyed by Charles E. Toomey and Grace A. Toomey, his wife, to Mary E. Millbrook by deed dated April 19, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 5, folio 262, and which was thereafter devised to Susie Dewald by the last will and testament of Mary E. Millbrook.

And your Trustees sold the above described property to Stanley Kulis for the sum of Thirty-nine Hundred Dollars ($3,900.00), he being at that sum the highest bidder therefor, the term of said sale being: A cash deposit of($500.00) Five Hundred Doallars was paid by the said Stanley Kulis at the time and place of the sale. The balance of ourchase money to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County. All expenses to be adjusted to date of settlement, Documentary stamps, Federal and State and cost of conveyancing to be paid by the purchasers.

Respectfully submitted:

C. Maurice Weidemeyer, Trustee

Morris Lee Kaplan, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 24th day of May, A. D. 1949, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, aforesaid, personally appeared Morris Lee Kaplan, Trustee named in the above Report, 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.

(Notarial Seal) Jean Epstein, Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24 day of May, A.D. 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared C. Maurice Weidemeyer, Trustee named in the above Report , 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 was fairly made.

(Notarial Seal) Naomi K.Garner, Notary Public.

Filed May 25, 1949

Order Nisi

Ordered, this 25" day of May, 1949, That the sale of the property mentioned in these proceedings made and reported by C. Maurice Weidemeyer and Morris Lee Kaplan, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27" 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 27" day of June next.

The report states that the amount of sale to be $3,900.00

True Copy, TEST: John H. Hopkins, 3rd Clerk. John H. Hopkins, 3rd, Clerk.

Filed May 25, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 28, 1949

We hereby certify, that the annexed Order Nisi-Eq. #9246-Sale-Elizabeth Bristow, 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 June, 1949. The first insertion being made the 26th day of May, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 133 By R. L. Brown,

Filed June 30, 1949

FINAL ORDER

ORDERED BY THE COURT: This 5th day of July, 1949, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson, A. J.

Filed July 5, 1949

Exhibit #1. DEED.

Int. Rev. $3.00 Stamp

THIS DEED, made this 19th day of April, in the year One Thousand Nine Hundred and Nineteen, by Charles E. Toomey and Grace A. Toomey, his wife, of Howard County, Maryland.

WITNESSETH: That in consideration of Sixteen Hundred and fifty Dollars, the said Charles E. Toomey, and Grace A. Toomey, his wife, do grant and convay unto Mary E. Millbrook, her heirs and assigns in fee simple, all that piece or parcel of land, situate, lying and being in Anne Arundel County and described as follows that is to say:

BEGINNING for the same at a stone heretofore planted at the end of the fifth line of a Deed from Thomas H. Gaither and wife to Rezin Hopkins, and others dated the sixth day of November 1907, and recorded in Liber G.W. No. 57, folio 178 &c., one of the Land Records

of Anne Arundel County, and on the North side of a private road, thence running with the sixth line of said Deed as corrected South seventy-one and one-half degrees West twenty-eight perches to the East side of the Public Road, leading from Stoney Run -to Elk Ridge, thence bounding on said Road three courses North two and one quarter degrees West nine perches to the center of said Road North ten and one-half degrees West thirteen perches to the culvert across said road, thence North fifty-one and one-half degrees West three and one-half perches, thence leaving said road and running by a new line to cut off five acres North seventy-one and one-half degrees East thirty-nine and three fifths perches to intersect the said fifth line of said Deed, thence running with a part of said line as corrected, South eleven degrees, West twenty-eight and one-half perches to the place of beginning. Containing five acres of land more or less.

For Title see Deed from Rezin Hopkins and others to Charles E. Toomey and Grace A. Toomey, his wife, dated 9th day of September, 1916, and recorded in the Land Records of Anne Arundel County in Liber G.W. No. 129 folio 67 &c.

Also a Deed from Alfred M. Lorenz and Alice Mary Lorenz, his wife, to said Charles E. Toomey and Grace A. Toomey, his wife, dated the 22nd day of March, 1919, and intended to be recorded immediately prior hereto.

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 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 Mary E. Millbrook, in fee simple.

AND the said Charles E. Toomey, and Grace A. Toomey, his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said _ as may be requisite.

WITNESS the hands and seals of said grantors.

Test: Charles E. Toomey (Seal)

F. G. Shinnamon. Grace A. Toomey (Seal)

State of Maryland, Howard County, to wit:

I hereby certify, that on this 19th day of April, in the year one thousand nine hundred and nineteen, before me, the subscriber, A Justice of the Peace of the State of Maryland in and for Howard County aforesaid, personally appeared Charles E.Toomey and Grace A. Toomey, his wife, and each acknowledged the foregoing Deed to be their act.

F. G. Shinnamon . J.P.

State of Maryland, Howard County, Sct:

I hereby certify that F. G. Shinnamon, Esquire before whome the aforegoing acknowledgment and affidavit 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, and residing in Howard County, 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 verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereunto set my hand and affix the seal of the Circuit Court for Howard County, this 22nd day of April A.D. 1919.

(Court Seal) Hart B. Noll, Clerk

Recorded 22 April 1919

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. 5 folio 262, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 28th day of July A.D. 1949.

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

Filed July 28", 1949

EXHIBIT NO. 2. WILL

I, Mary E. Millbrook, of Baltimore City in the State of Maryland, being of sound and disposing mind, memory and understanding, do hereby make publish and declare the following as and for my Last Will and Testament, hereby revoking all former Wills and Codicils heretofore made by me.

Item I. I direct that my Executrix hereinafter named pay all my just debts and funeral expenses out of my Estate as soon as may be found convenient.

Item II: I give, devise and bequeath all rest and residue and remainder of my Estate, real, personal and mixed, to my Sister, Susie Dewald, of Baltimore City.

Item III. I nominate, constitute and appoint Susie DeWald Executrix of this, my Will and request that she be excused from furnishing any bond or undertaking for the performance of her duties hereunder other than that required by law. My said Executrix shall have full power and authority to do and perform all things necessary or advisable in her discretion for the purpose of facilitating the administration and settlement of my estate, including the power to sell without application to or approval of the Orphans' Court or any equity Court, any property, real or personal, owned by me at the time of my death, and make good effectual conveyance thereof to the purchaser or purchasers thereof, and no purchaser shall be required to see to the application of the purchase money.

Witness my hand and seal this 1st day of July, in the year nineteen hundred and thirty-one.

Mary E. Mielllbrook (SEAL)

Signed, Sealed, published and declared by the above named Testatrix, as and for her Last Will and Testament, in the presence of us, who, at her request, in her presence and in the presence of each other, have hereunto subscribe our names as witnesses.

Isaac Gamble (Address) 1622 E.Lombard St.

Harry C. Dorsey (Address) Linthicum Hgts. Md.

On the 13th day of August, 1931, came Robert France and made oath in due form of law, that he does not know of any Will or Codicil of Mary E. Millbrook late of said City deceased, other than the above instrument of writing, and that he received the same from the Executrix named in said Will and that the said Mary E. Millbrook departed this life on the 30th day of July, 1931.

Sworn to before the Subscriber

Edwin R. Downes, Register of Wills
for Baltimore City.

BALTIMORE CITY, SS

On the 13th day of August, 1931, came Isaac Gamble and Harry C. Dorsey the two subscribing witnesses to the aforegoing last Will and Testament of Mary E. Millbrook late of said city, deceased, and made oath in due form of law, that they did see Testatrix sign and

seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they subscribed their names as witnesses to this Will in her presence at her request and in the presence of each other

Sworn to before the Subscriber,

Edwin R. Downes Register of
Wills for Baltimore City.

IN THE ORPHANS'COURT OF BALTIMORE CITY:

The Register of Wills for Baltimore City, after having carefully examined the above last Will and Testament of Mary E. Millbrook, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 13th day of August, 1931, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary E. Millbrook, deceased.

Edwin R. Downes, Register of
Wills for Baltimore City.

STATE OF MARYLAND, BALTIMORE CITY, SS.

I, Edwin R. Downs Register of Wills, and, by law, Keeper of the Seal and of the Records, and of the Original papers of the Orphans Court of Baltimore City, Do Hereby Certify That the aforegoing is a true and full copy of the Last Will and Testament of Mary E. Millbrook late of said City, deceased, together with the Proofs and Probate thereof,&c., taken formWills Liber E.R.D. No. 171, Folio 183, &c., being one of the Records filed Recorded and Kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribed my name and affix the Seal of said Court and Office, this 1st day of March in the year of our Lord nineteen hundred and thirty-two.

Edwin R. Downes, Register of
Wills for Baltimore City.

Filed for Record the 3rd day of March, 1932.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Mary E. Millbrook late of said County deceased together with proof and probate thereof taken from a copy, recorded in Wills Liber G.T.G. No. 1,Folio ___ being 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 25th day of July in the year of our Lord nineteen hundred and forty-nine.

R. Glenn Prout
Register of Wills for Anne Arundel County.

(Court Seal)

Filed July 28", 1949

PLAINTIFF'S EXHIBIT #3 - WILL

I, Marian Wright, being of sound and disposing mind and understanding and being capable of executing a valid deed of contract do hereby make, publish and declare this to be my last Will and Testament hereby revoking all other Wills or codicils heretofore made by me.

After payment of just debts and funeral expenses I do give, devise and bequeath my estate in the manner following:

All the rest and residue of my estate, whether real, personal or mixed and wheresoever same may be situated, I give, devise and bequeath unto Evelyn Russell, my daughter, George Bottlemace, my brother, and Helen Kolb, my sister, in equal shares.

I do hereby constitute and appoint my brother, George Bottlemace, to be the Executor of this my Last Will and Testament, and I request that he be execused from the necessity of giving bond.

In testimony whereof, I have hereunto subscribed my name and affixed my seal, this 10th day of June, in the year nineteen hundred and forty-six.

Marian Wright (SEAL)

Signed, sealed, published and declared by the above named testatrix, as and for her Last Will and Testament, in the presence of us who at her request, in her presence of each other have hereunto subscribed our names as witnesses.

Emma A. Farris , 2224 E. Lanvale St.

James W. Hennegan

BALTIMORE CITY, ss.

On the 6th day of August, 1946 came George Bottlemace and made oath in due form of law that he does not know of any Will or Codicil of Marian Wright late of said City, deceased, other than the above instrument of writing, and that he received the same from the Testatrix during her lifetime; and that the said Marian Wright departed this life on the 21st day of August, 1946.

Sworn to before the subscriber.

JOHN H. BOUSE

Register of Wills for Baltimore City

BALIMORE CITY,SS:

On the 9th day of September, 1946,came James W. Hennegan and on the 19th day of September, 1946 came Emma A. Farris the two subscribing witnesses to the aforegoing last Will and Testament of Marian Wright late of said city, deceased, and MADE OATH IN DUE FORM OF LAW,that they did see Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they subscribed their names as witnesses to this Will in her presence at her request; and in the presence of each other.

Sworn to before the subscriber.

JOHN H. BOUSE

Register of Wills for Baltimore City

IN THE ORPHANS COURT OF BALTIMORE CITY:

The Register of Wills for Baltimore City, after having carefully examined the above last Will and Testament of Marian Wright, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 19th day of September, 1946, that the

same be admitted in this court as the true and genuine last Will and Testament of the said Marian Wright, deceased.

JOHN H. BOUSE,

Register of Wills for Baltimore City.

(Court Seal) STATE OF MARYLAND, BALTIMORE CITY, ss.

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the aforegoing is a true and full copy of The Last Will and Testament of Marian Wright late of said city, deceased, together with the proofs and probate thereof etc., taken from Wills Liber J.H.B. No. 222 Folio No. 230 etc., being one of the Records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

In Testimony Whereof, I hereunto subscribe my name and affix the Seal of said Court and office, this 27th day of July, in the year of our Lord nineteen hundred and forty-nine.

(ORPHANS')
(Court Seal)

JOHN H. BOUSE

Register of Wills for Baltimore City.

Filed July 29" 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled, cause, and from them she has stated the within account. August 22, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Elizabeth Bristow, et al, vs Edna Dunigan, et al		in ac.
To Trustees for Commissions, viz:	148.22	148.22
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	51.25	
Jos. W. Alton - Sheriff's costs	2.50	
Jos. C. Deegan-Sheriff's costs	24.10	
Clarence E. Deitz-Sheriff's costs	.95	
Juliet D. Strahorn-Stenographer's fee	15.00	
Auditor- stating this account	36.00	149.80
To Trustees for Expenses, viz:		
Southern Maryland Times-advertising sale	36.00	
Capital-Gazette Press-advertising sale	50.00	
Capital-Gazette Press-handbills & tax	11.22	
Capital-Gazette Press-Order Nisi (sale)	5.00	
Capital-Gazette Press- Order nisi (acct.)	5.00	
Glenn's Falls Indemnity Co.-bond premium	20.00	
Robert H. Campbell-auctioneer's fee	30.00	
C.Maurice Weidemeyer and J. Calvin Carney, fee for legal services rendered (Order of 6/23/49)	500.00	
The Jack Salomon Reporting Service- taking and describing depositions	48.60	

John L. Fletcher Co.-fire insueance premium to 8/12/49		9.45	
Clerk of Court-certified copy of deed		2.00	
Register of Wills- " " " "		2.00	
Register of Wills of Baltimore City-certified copy of Wright Will		2.00	
Register of Wills of Baltimore City- certified copy of DeWald inventory		2.00	
Register of Wills of A.A.County-recording Will of Marian Wright		2.00	
Register of Wills of A. A. County-recording Inventory of Susie DeWald Estate		2.50	
Jessie Epstein- notary fees		.50	
Naomi Garner-notary fee		.50	728.77
To Trustees for Taxes, viz:			
1949 State and County taxes-adjusted to 8/12/49		21.00	21.00
To Trustees for Claims Filed, viz:			
Charles G. DeWald-amount paid to redeem DeWald property from Tax Sale (Equity #9457)		236.75	236.75
BALANCE FOR DISTRIBUTION -	$2,656.26		
Distributed to heirs at law of Susie DeWald in accordance with Decree of April 1, 1949, viz:			
(1) To heirs at law of John DeWald,deceased brother - one-third	885.42		
LESS Amount to be deducted therefrom as provided in said decree	376.12		
Balance for distribution	509.30		
Distributed as follows:			
To Edna Dunigan-one-fifth thereof		101.86	
To Susie Uraaca- one-fifth thereof		101.86	
To Lynch G. DeWald-one fifth thereof		101.86	
To Charles G. DeWald-one-fifth thereof		101.86	
To George DeWald-one-fifth thereof		101.86	509.30
(2) To Elizabeth Bristow,only heir at law of Annie DeWald Redberg,deceased sister-one-third		885.42	
PLUS one-half of $376.12(Decree 4/1/49)		188.06	1,073.48
(3) To heirs at law of Henry Bottlemace, deceased half-brother- one-third	$885.42		
PLUS one-half of $376.12	188.06		
	$1,073.48		
Distributed as follows:			
To Helen Kolb,daughter-one-fourth		268.37	
To George Bottlemace,son-one-fourth		268.37	
To devisees of Marian Wright,deceased daughter, viz:			

George Bottlemace, brother- one-twelfth	$ 89.45		
Less Collateral Inheritance tax	6.71		82.74
Helen Kolb, sister-one-twelfth	89.46		
Less Collateral inheritance tax	6.71		82.75
Evelyn Wright,daughter-one-twelfth	89.46		
Less 1% direct inhericance tax	.89		88.57
To R. Glenn Prout,Register of Wills -			
total inheritance taxes,as above			14.31
To heirs at law of Mamie Kirby,deceased			
daughter, viz:			
Margaret Billings, daughter-one-sixteenth	67.09		
Henry Kirby,son-one-sixteenth	67.09		
Robert Kirby,son-one-sixteenth	67.09		
Harry Kirby, son-one-sixteenth	67.10		
		1,073.48	
			1,073.48
			3,940.80

with C.Maurice Weidemeyer and Morris Lee Kaplan. Trustees, Cr.

1949		
May 18 Proceeds of Sale	3,900.00	
Interest on deferred payment from		
5/18/49 to 8/12/49	40.80	
		3,940.80
		3,940.80

Filed August 25", 1949

ORDER NISI

ORDERED, This 25" day of August, 1949, 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 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, Clerk.

Filed August 25", 1949

CERTIFICATE OF PUBLICATION

Annapolis,Md. September 29,1949.

We hereby certify,that the annexed Order Nisi-Equity 9246-Elizabeth Bristow et al vs Edna Dunigan et al,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 26th day of September,1949. The first insertion being made the 1st day of September, 1949.

The Capital-Gazette Press, Inc.,

By H. White.

No. MG. G9485

Filed September 29, 1949

Final Order.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 29th day of September, 1949, 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 , C. J.

Filed September 29", 1949

Edward F. Dobihal, Attorney,	:	In Equity No. 9643
named in Mortgage	:	In the
vs	:	Circuit Court for
Devereaux K. Bressler and	:	Anne Arundel County.
Charlotte M. Bressler, his wife,	:	

: : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:-

Please docket the above entitled suit, default having occurred in the mortgage, which is attached hereto and marked "Plaintiff's Exhibit No. 1".

Dobihal and NOVAK
Attorneys for Plaintiff

Morris Albert
Attorney for Plaintiff.

FILED FEBRUARY 23", 1949

MORTGAGE

(Md. State Stamps $2.10)

THIS MORTGAGE, Made this 14th day of March in the year one thousand nine hundred and forty-seven, between DEVEREAUX K.BRESSLER and CHARLOTTE M. BRESSLER, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagors, and the BOHEMIAN AMERICAN BUILDING ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS, the said Mortgagors, being members of the said body corporate, have received therefrom an advance of Twenty One Hundred Dollars on twenty-one shares of its stock, which sum has been applied to the purchase of the hereinafter described property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

Now, Therefore, this Mortgage Witnessethm that in consideration of the premises and of one dollar, the said Mortgagors do grant unto the said Mortgagee, its successors and assigns, all those two lots of ground situate and lying in Anne Arundel County, State of Maryland, aforesaid, and being known as Lots 21 and 22 in Block "K" on the Plat of Orchard Beach, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 26.

Being the same lots of ground which by Deed dated July 19,1944 and recorded among the Land Records aforesaid in Liber J.H.H. No. 310, folio 488, were granted and conveyed by Paul R. Hassencamp, Et Al, Receivers, unto the Mortgagors herein named, in fee simple.

It is understood and agreed by the parties hereto that upon the assignment, sale or transfer of said mortgaged premises, whether voluntarily or by operation of law, without the

consent in writing of said Mortgagee being first had and obtained, then said Mortgagee, may, at its option,declare said mortgage debt due and payable and unless fully paid foreclose said mortgage under the assent to decree herein contained.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however, the said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

AND the said Mortgagors for themselves, their heirs, executors, administrators and assigns, covenant with the said Mortgagee, its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns, the weekly sums of twenty-five cents on each of said twenty-one shares of stock as dues until the combined payment of dues shall amount to Twenty-One Hundred Dollars, being the amount loaned as aforesaid; and also to pay, weekly, the 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, provided that whenever, by the payment of said dues the sum of One Hundred Dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes, and all other public dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and to exhibit receipts therefor to the said Mortgagee on its demand, 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 ground fully insured from loss by fire, for the use of the Mortgagee, in some company acceptable to the said Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

AND the said Mortgagors further covenant and agree to pay weekly the additional sum of Three Dollars or as much more as may be necessary out of which said body corporate is to pay the taxes and ground rent upon said mortgaged property.

And it is agreed that until default is made, the said Mortgagors or their assigns, may retain possession of the mortgaged property.

And the said Mortgagors consent that a decree may be passed for the sale of said property, (the sale to take place after a default in any of the conditions of this Mortgage shall have continued for eight weeks) under the provisions of Sections 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland passed at the January session in the year 1898 or any supplement thereto; or this Mortgage may be foreclosed under any law or laws of said State of Maryland, intended to facilitate the regular or extra judicial proceedings on Mortgages, as fully and in the same manner as if special assent and powers were hereby given and granted.

BUT if default shall be made by the said Mortgagors in any agreement, condition or covenant of this mortgage,then and in that event said Mortgagee, its successors or assigns, or Edward F. Dobihal as the duly constituted Attorney or Agent of the said

body corporate, the Mortgagee, is hereby authorized and empowered at any time hereafter to sell the property hereby mortgaged and to grant and convey the same to the purchaser or purchasers thereof; which sale shall be made by giving at least twenty days' notice of the time place, manner and terms thereof by advertisement in some newspaper published in Anne Arundel County and the proceeds of such sale to apply, first, to the payment of all expenses of said sale, including full commission, arrears of taxes, ground rent, etc. secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have then matured or not, and the balance, if any, to the said Mortgagors. And if said property should be advertised under this power and not sold the said Attorney or Agent shall be entitled to one-half of the usual commissions, the same to be paid by the Mortgagors.

And the said Mortgagors covenant to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

Witness the hands and seals of the said Mortgagors.

TEST: Devereaux K. Bressler (SEAL)

Edward F. Dobihal Charlotte M. Bressler (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 14th day of March, in the year one thousand nine hundred and forty-seven before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared DEVEREAUX K. BRESSLER and CHARLOTTE M. BRESSLER, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared FRANK J. HEJNY, President of said Building association, 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.

IN WITNESS WHEREOF, I have affixed my official seal the day and year aforesaid.

(NOTARIAL SEAL) Edward F. Dobihal, Notary Public

Recorded March 17, 1947, at 9:30 A.M., in Liber J.H.H. No. 396, Folio 278.

Plaintiff's Exhibit No. 1.

Filed February 23", 1949

MILITARY AFFIDAVIT

Under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942.

Docket 12, Fol. 331

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 Edward F. Dobihal and made oath in due form of law that he knows the defendant herein, and that to the best if his 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 Emlisted Reserve Corps who has been ordered to report for military service.

Edward F. Dobihal, Affiant.

Subscribed and sworn to before me this 17th day of March, 1949.

Charles J. Novak, Notary Public. (Notarial Seal)

Filed March 18", 1949

J.H.H. No. 66 Equity

STATEMENT OF MORTGAGE DEBT

To mortgage loan		$2100.00
To Interest		45.60
		$2145.60
Credits to property expense account	$28.41	
Paid off on Capital	237.60	266.01
Balance due		$1879.59

Edward F. Dobihal,

Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, That on this 17th day of March in the year nineteen hundred and forty-nine, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Edward F. Dobihal, attorney named in mortgage, 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) Charles J. Novak, Notary Public.

Filed March 18", 1949

B O N D .

KNOW ALL MEN BY THESE PRESENTS: That we, Edward F. Dobihal, 901 N.Patterson Park Avenue, Baltimore, Maryland, as Principal, and American Employers' Insurance Company, a corporation of the Commonwealth of Massachusetts, Boston, Massachusetts, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand & No/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 and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 17th day of March in the year nineteen hundred and forty-nine.

WHEREAS, the above bounden Edward F. Dobihal by virtue of the power contained in a mortgage from Devereaux K. Bressler and Charlotte M. Brasslar, his wife, to the Bohemian American Building Association of Baltimore City, a body corporate bearing date the 14th day of March,nineteen hundred and forty-seven, and recorded among the Mortgage Records of Anne Arundel County in Liber J.H.H. No. 396,Folio 278 etc.,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.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH: That if the above bounden Edward F. Dobihal 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 ofsaid 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	Edward F. Dobihal	(SEAL)
in the presence of	AMERICAN EMPLOYERS'INSURANCE	COMPANY (Seal)
John R. Rickert	By: Elsie C. Evans, Attorney-in-Fact	(SEAL)
E. J. Beaseley,Jr.,		

Filed & Approved this 18" day of March,1949, John H. Hopkins, 3rd, Clerk.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Edward F. Dobihal, Attorney named in mortgage, to make sale of fee simple property mentioned in the above proceedings, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by the Mortgage filed in these proceedings, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette and the Baltimore Sun, newspapers published in Anne Arundel County and Baltimore City respectively, for more than three successive weeks preceding the day of sale, said Attorney did pursuant to said notice, on Friday, the 18th day of March, in the year one thousand nine hundred and forty-nine, at three o'clock P.M., attend on the premises and then and there sold the said fee simple property at public sale unto Grayson Davis and Mary Virginia Davis, his wife, at and for the price of twenty-nine hundred dollars, which was the highest bid that could be obtained thereon.

Edward F. Dobihal, Attorney named in Mortgage.

STATE OF MARYLAND, City of Baltimore, to wit:-

I HEREBY CERTIFY, that on this 21st day of March, in the year one thousand nine hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Edward F. Dabihal, Attorney named in mortgage and made oath that the facts stated in the foregoing report of sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Charles J. Novak, Notary Public.

Filed March 23", 1949

ORDER NISI

ORDERED, this 23" day of March, 1949, That the sale of the property mentioned in these proceedings made and reported by Edward F. Dobihal, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23" 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 23" day of April next. The report states that the amount of sales to be $2,900.00

John H. Hopkins, 3rd, Clerk

True Copy, TEST:

John H. Hopkins, 3rd, Clerk.

Filed March 23, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 26, 1949

We hereby certify, that the annexed Order Nisi - Eq.,#9643-Devereaux K. Bressler 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 April, 1949.The first insertion being made the 31st day of March, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

Filed April 26", 1949

FINAL ORDER

ORDERED BY THE COURT, This 26th day of April, 1949, 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.

Benjamin Michaelson, A. J.

Filed April 26", 1949

S. Sapero

COPY OF DOCKET ENTRIES

The Monumental Electrical Supply Company, a body Corporate	:	No. 1540 Law In The Circuit Court
Vs	:	for
Albert A. Sapero	:	Anne Arundel County
Devereaux K. Breesler and Charlotte Breesler, his wife.	:	No. 9643 Equity.

1949,Feb. 14,Narr note and order to enter Judgment by confession fd.

1949,Feb.14, Judgment by confession in favor of the Plaintiff for the sum of Two Hundred Eighty Four Dollars and Ninety-six cents ($284.96) current money with interest from date of Judgment and costs of suit and waiver of exemption summons issd.

1949,Feb.15, Order for Fi Fa. Ed. Ed. Fi Fa issd. to April Term 1949, summoned the within named defendants this 21st day of February, 1949, by leaving with them copies of the summons.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing is a true copy of the Docket Entries in the above entitled case.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 22nd day of March, A. D. 1949.

John H. Hopkins, 3rd, Clerk

Plaintiffs' Atty.	5.00
Clerk	3.75
Sheriff	2.50
Def. Atty.	5.00
	16.25

(Court Seal)

CLAIM OF MONUMENTAL ELECTRICAL SUPPLY CO.

TO THE HONORABLE THE JUDGES OF SAID COURT:

I. That your petitioner The Monumental Electrical Supply Co., is an unpaid judgment creditor of the defendants herein whose Real Estate was foreclosed upon in this proceedings. That said judgment was obtained in the Circuit Court of Anne Arundel County on the 14th day of February, 1949, a certified copy of which judgment is hereto annexed as part hereof and upon which there is an unpaid balance of $284.96,plus court costs.

2. That this judgment is a Lien upon the Real Estate. That in the event there is any surplus herein your petitioner claims to be entitled to payment therefrom of the balance of this judgment as aforesaid.

Wherefore, your petitioner respectfully prays the Court to pass an Order directing the allowance of your petitioner's claim from any available proceeds herein as a claim entitled to priority.

Samuel S. Sapero.

ATTORNEY FOR PETITIONERS

Filed March 26, 1949

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

Before me a Notary Public in and for the State of Maryland, City of Baltimore, personally appeared Robert L. McCalley, Secretary and Manager of the Monumental Electrical Supply Co., and made oath in due form of law that the matters and facts contained in the aforegoing petition are true to the best of his knowledge, information and belief, and he is a duly authorized Agent to make this affidavit in behalf of the Monumental Electrical Supply Co.

As Witness my hand and Seal this 24th day of March, 1949.

(NOTARIAL SEAL) Justine Virginia Willhelm, NOTARY PIBLIC.

Filed March 26", 1949

O R D E R

Upon the aforegoing Exhibit and Affidavit is is this 28th day of March, 1949, Ordered by the Circuit Court of Anne Arundel County, in the matter of Edward F. Dobihal, Attorney in Mortgage, against Devereaux K. Bressler and Charlotte Bressler, his wife,defendants:

That the unpaid judgment claim of the Monumental Electrical Supply Co., in the amount of $284.96, including interest and court costs, be, and is hereby allowed from any available surplus proceeds herein, an allowance for which shall be made in the Auditor's account, subject to the usual notice and exceptions, and according to its priority.

Benjamin Michaelson, Judge.

Filed March 28", 1949

CLAIM OF AMERICAN LOAN COMPANY, INC.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL CO.

Law No. 1118 : _____Term, 19--

American Loan Company,Inc. a : 1948 June 11.Narr note Motion for Summary Judgment
body corporate of the State : affidavit fd. summons issd. and copy of Narr note
of Maryland. : Motion for summary Judgment and affidavit delivered
(Ginsnberg,Ginsberg & Kohn) : to Sheriff to be served summoned the within named
vs : defendants this 19 day of June 1948,by leaving with
Devereaux K. Bressler : them copy of summons and declaration, Rule Plea.
Charlotte M. Bressler, his wife. : 1948 July 27 affidavit of non Military fd., 1948 July 27 Plaintiffs motion for summary judgment fd. same day motion granted. 1948 July 27 Ordered by the Court this 27 day of July, 1948 that judgment be extended for the sum of two hundred ninety three dollars and sixty four cents $293.64 current money, damages assessed by the Court and costs of suit. 1948 Dec.11 Order for fi fa fd fi fa issd. Fi fa issd. to January Term, 1948 copy $1.00 paid by G. & G.

Plaintiff's Cost 11.80

Defendant's Cost --

True Copy:-Test John H. Hopkins, 3rd, Clerk.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY SCT.:

I Hereby Certify, That the above copy of Judgment is taken from the Record of Proceedings of the Circuit Court for Anne Arundel County.

And I further Certify, That it does not appear from any entry therein, that the same has been paid or in any manner satisfied.

IN TESTIMONY WHEREOF,I have hereunto set my hand and affixed the seal of the Circuit

Court for Anne Arundel County, this 31st day of March, 1949.

John H. Hopkins, 3rd,

(COURT SEAL) Clerk of the Circuit Court for Anne Arundel County.

PETITION

AMERICAN LOAN COMPANY, INC.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of American Loan Company, Inc.,a body corporate of the State of Maryland, respectfully shows unto your Honors:

(1) That the Mortgage on the property mentioned in the above entitled case has been foreclosed and the property sold at said foreclosure proceedings.

(2) That your Petitioner obtained a judgment against the said Devereaux K. Bressler and Charlotte M. Bressler, his wife in this Honorable Court on July 27, 1948 for $293.64, costs of suit and interest from said date .(Law #1118)

WHEREFORE, your Petitioner prays that an Order may be passed authorizing the auditor to allow said judgment, interest and costs when he states his account in these proceedings.

AMERICAN LOAN COMPANY,INC. a body corporate of the State of Maryland
By Vernon T. Hofferbert
Secretary-Treas.

Ginsberg & Ginsberg,
914-917 Garrett Bldg.,
Baltimore 2, Maryland.
Edwin Kohn
Equitable Building,Baltimore 2,Maryland.
SOLICITORS FOR PETITIONER.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 29 day of March, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Vernon T. Hofferbert, Secretary-Treas.,of American Loan Company,Inc., and made oath in due form of law that the matters and facts set out in the foregoing Petition are true to the best of his knowledge, information and belief, and that he is duly authorized to make this affidavit on behalf of the American Loan Company, Inc.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Maurice R. Oppenheim, Notary Public.

Filed March 30", 1949

O R D E R

Upon the foregoing Petition and Affidavit, it is this 31st day of March, 1949, by the Circuit Court for Anne Arundel County, sitting in equity, ORDERED that the auditor, in stating the account in the foregoing proceedings, be and he is hereby authorized and directed to allow American Loan Company, Inc. the amount of its judgment, interest and costs in the case of American Loan Company, Inc. v. Devereaux K. Bressler and Charlotte M. Bressler, his wife -Law #1118, from any available proceeds, subject to the usual exceptions, and according to its priority.

Benjamin Michaelson, A. J.

Filed March 31", 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE,THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.May 12,1949.

All of which is respectfully submitted:

Laura R. Jickling, Auditor.

Dr. Edward F.Dobihal, Attorney named in Mortgage,vs. Devereaux K.Bressler and Charlotte M. Bressler, his wife, in ac.

To Attorney for Commissions, viz:		117.98	117.98
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		29.00	
Capital-Gazette Press-Order nisi (sale)		5.00	
Capital-Gazette Press-Order nisi (acct)		5.00	
The Sun-advertising sale		8.10	
American Employers' Insurance Corp.bond premium		12.00	
E. T. Newell & Co.,-auctioneer's fee		15.00	
One-half Federal revenue stamps		1.65	
One-half State revenue stamps		1.65	
Charles J.Novak- notary fees		1.00	78.40
To Attorney for Taxes, viz:			
1949 State and County taxes-adjusted		7.32	7.32
To Boehmian American Building Ass'n of Baltimore City,mortgagee-in full for mortgage claim		1,879.59	1,879.59
To American Loan Company,first judgment creditor-in full for claim filed (#1118 Law),viz:			
Debt	$293.64		
Interest from 7/27/48 to 3/23/49	11.70		
Court costs	11.80		
Fi.Fa	2.50	319.64	
To The Monumental Electrical Supply Co., second judgment creditor-in full for claim filed (#1540 Law), viz:			
Debt	$284.96		
Interest from 2/14/49 to 3/23/49	1.76		
Court costs	16.25		
Fi. Fa	2.50	305.47	625.11
To Devereaux K.Bressler and Charlotte M. Bressler, his wife, mortgagors-this balance			168.42
			2,919.07

WITH Edward F. Dobihal,Attorney named in Mortgage Cr.

1949	Proceeds of Sale	2,900.00	
Mar. 23	Interest on deferred payments	19.07	2,919.07
			2,919.07

Filed May 13, 1949

ORDER NISI

J.H.H. No. 66 Equity

ORDER NISI

ORDERED, This 13" day of May, 1949, 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 14" 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 14" day of June next.

John H. Hopkins, 3rd, Clerk.

Filed May 13, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1949

We hereby certify, that the annexed Order Nisi Eq. #9643 Auditor's Account Devereaux K.Dressler was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis,Anne Arundel County,Maryland,once a week for 3 successive weeks before the 14th day of June,1949. The first insertion being made the 10th day of May, 1949.

THE CAPITAL GAZETTE PRESS, INC.,

No. MG 53

By R. L. Brown,

Filed February 7", 1950

FINAL ORDER

ORDERED BY THE COURT, this 7th day of February, 1950, 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 f interest as the same has been or may be received,

Benjamin Michaelson,

Judge.

Filed February 7", 1950

CHARLES J. NOVAK	:	No. 9245 In Equity
Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
Vs.	:	FOR
JOHN JOSEPH CARNEY & MARION	:	ANNE ARUNDEL COUNTY
FRANCES CARNEY, His Wife.	:	

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled suit, default having occurred in the mortgage, which is attached hereto and marked "Plaintiff's Exhibit No. 1".

Dobihal & Novak,

Attorneys for Plaintiff

Filed 6" June, 1947.

PLAINTIFF'S EXHIBIT #1.

MORTGAGE

THIS MORTGAGE, Made this first day of June, in the year one thousand nine hundred and forty-six, between John Joseph Carney and Marion Frances Carney, his wife, of the City of Baltimore, in the State of Maryland, hereinafter called Mortgagors, and the Madison and Bradford Streets Permanent Building Association of Baltimore City, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS, the said Mortgagors, being members of the said body corporate, have received therefrom an advance of Thirty-Three Hundred ($3,300.00) Dollars on the Thirty-three (33) shares of its stock, which sum has been applied to the purchase of the hereinafter described property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, this Mortgage Witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do grant unto the said Mortgagee, its successors and assigns all those lots or parcels of ground situate and lying in the Third Election District of Anne Arundel County, State of Maryland, and known as Numbers Fourteen (14) and Fifteen (15), in Block "L" on the Plat of Orchard Beach, recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, folio 26.

BEING the same lots of ground which by Deed dated evenly herewith, and intended to be recorded among the Land Records of Anne Arundel County prior hereto, were granted and conveyed by Frank Woelfer and wife, unto the said Mortgagors.

It is understood and agreed by the parties hereto that upon the assignment, sale or transfer of said mortgaged premises, whether voluntarily or by operation of law, without the consent in writing of said Mortgagee being first had and obtained, then said Mortgagee, may, at its option, declare said mortgage debt due and payable and unless fully paid foreclose said mortgage under the assent to decree herein contained.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns, forever in fee-simple; subject to the restrictions referred to in the above mentioned Deed.

If, However, the said Mortgagors shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

AND the said Mortgagors for themselves, their heirs, executors, administrators and assigns, covenant with the said Mortgagee, its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns, the weekly sum of twenty-five cents on each of said Thirty-three (33)-shares of stock as dues until the combined payment of dues shall amount to Thirty-three Hundred ($3,300.00) Dollars, being the amount loaned as aforesaid; and also to pay, weekly, the sum of Twelve (12¢) cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by the payment of said dues the sum of One Hundred ($100.00) Dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes, and all other public

dues, charges and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and to exhibit receipts therefor to the said Mortgagee on its demand, 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 ground fully insured from loss by fire, for the use of the said Mortgagee, in some company acceptable to the said Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

AND the said Mortgagors further covenant and agree to pay weekly the additional sum of Two ($2) Dollars or as much more as may be necessary out of which said body corporate is to pay the taxes and ground rent upon said mortgaged property.

AND it is agreed that until default is made, the said Mortgagors or their assigns, may retain possession of the mortgaged property.

And the said Mortgagor consents that a decree may be passed for the sale of said property,(the sale to take place after a default in any of the conditions of this Mortgage shall have continued for _ weeks) under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 or any supplement thereto; or this Mortgage may be foreclosed under any law or laws of said State of Maryland, intended to facilitate the regular or extra judicial proceedings on Mortgages, as fully and in the same manner as if special assent and powers were hereby given and granted.

BUT if default shall be made by the said Mortgagors in any agreement, condition or covenant of this mortgage, then and in that event said Mortgagee, its successors or assigns, or Charles J. Novak,as the duly constituted Attorney or Agent of the said body corporate, the Mortgagee, is hereby authorized and empowered at any time hereafter to sell the property hereby mortgaged and to grant and convey the same to the purchaser or purchasers thereof; which sale shall be made by giving at least twenty days' notice of the time, place, manner and terms thereof by advertisement in some newspaper published in Anne Arundel County and the proceeds of such sale to apply, first, to the payment of all expenses of said sale, including full commission, arrears of taxes, ground rent, etc. secondly, to the payment of all claims of the Mortgagee under this Mortgage, whether the same shall have then matured or not, and the balance, if any, to the said Mortgagors. And if said property should be advertised under this power and not sold the said Attorney or Agent shall be entitled to one-half of the usual commissions, the same to be paid by the Mortgagors.

AND the said Mortgagors covenant to warrant specially the said property, and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

TEST: John Joseph Carney (SEAL)

Charles J. Novak Marion Frances Carney (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this first day of June, in the year one thousand, nine hundred and forty-six, before me, a Notary Public of the State of Maryland, in and for the City aforesid, personally appeared JOHN JOSEPH CARNEY and MARION FRANCES CARNEY, his wife, the Mortgagors named in the foregoing Mortgage and severally acknowledged the

aforegoing mortgage to be their act. At the same time also appeared Rudolph Novak, President of said building association, 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,

IN WITNESS WHEREOF, I have affixed my official seal the day and year aforesaid.

(Notarial Seal) Charles J. Novak, Notary Public

Recorded June 4,1946 at 1:20 P.M. in Liber J.H.H. No. 360,folio 425.
Filed June 6, 1947

STATEMENT OF MORTGAGE CLAIM

Original Mortgage	$3300.00
Due on Expense Account	200.00
Interest to February 25th, 1949	79.20
	$3579.20
LESS: Amount paid on account of Principal	$ 213.24
	$3365.96

Charles J. Novak, Attorney

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 17th day of February, in the year one thousand nine hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES J. NOVAK,Attorney named in Mortgage and made oath in due form of law that the amount stated above is the true and correct amount due under the Mortgage filed in these proceedings.

(Notarial Seal) Edward F. Dobihal, Notary Public

Filed 24" February, 1949

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL
RELIEF ACT OF 1940 and
Amendment thereto of October 6, 1942.

Military Affidavit

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 Charles J. Novak, and made oath in due form of law that he 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.

Charles J. Novak, Affiant.

Subscribed and sworn to before me this 23rd day of February, 1949,

(Notarial Seal) Edward F. Dobihal, Notary Public

Filed February 24, 1949

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, CHARLES J. NOVAK, Attorney named in Mortgage,

of 901 N. Patterson Park Ave.,Baltimore, Maryland, as principal, and SEABOARD SURETY COMPANY, 75 Maiden Lane, 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 Four Thousand 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 25th day of February, in the year of our Lord one thousand nine hundred and forty nine.

WHEREAS, the above bounden CHARLES J. NOVAK, by virtue of the mortgage filed in the Circuit Court of Anne Arundel County, has been named Attorney to sell Real Estate mentioned in the proceedings in the case of CHARLES J. NOVAK, Attorney named in Mortgage vs JOHN JOSEPH CARNEY & MARION FRANCES CARNEY, his wife, now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That If The Above Bounden CHARLES J. NOVAK do and shall well and faithfully perform the trust reposed in him or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered	Charles J. Novak (SEAL)
in the presence of	SEABOARD SURETY COMPANY (SEAL)
Nancy L. Ciampaglin	ByDonald T. Crowin- (SEAL)
M. T. Seim (Corporated Seal)	Resident Vice-President.
Witness as to Surety	By Fred C. Kennedy,
	Resident Asst. Secretary (SEAL)

Filed February 24", 1949

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Charles J. Novak, Attorney named in Mortgage, to make sale of fee simple property mentioned in the above proceedings, respectfully shows that after giving bond with security for the faithful discharge of his trust, as prescribed by the Mortgage filed in these proceedings, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette and the Baltimore Sun, newspapers published in Anne Arundel County and Baltimore City respectively, for more than three successive weeks preceding the day of sale, said Attorney did, pursuant to said notice, on Friday, the 25th day of February, in the year one thousand nine hundred and forty-nine, at three o'clock p.m. attend on the premises and then and there sold the said fee simple property at public sale unto Marie LaFata at and for the price of Three Thousand Seven Hundred Fifty Dollars ($3750.00), which was the highest bid that could be obtained therefor.

Charles J. Novak,

Attorney named in Mortgage

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

I HEREBY CERTIFY, That on this 26th day of February, in the year one thousand nine hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared CHARLES J. NOVAK, Attorney named in Mortgage and made oath that the facts stated in the foregoing Report

of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(No Notary Seal) Edward F. Dobihal, Notary Public

Filed March 1, 1949

ORDER NISI

ORDERED, This 1st day of March, 1949, That the sale of the property mentioned in these proceedings made and reported by Charles J. Novak,Attorney named in Mortgage BE RATIFIED AND CONFIRMED,unless cause to the contrary thereof be shown on or before the 1st 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 1st day of April next. The report states that the amount of sales to be $3750.00.

John H. Hopkins, 3rd, Clerk.

Filed March 1, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 6, 1949.

We hereby certify, that the annexed Order Nisi-Sale-Eq/#9245-JOHN JOSEPH CARNEY, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis,Anne Arundel County,Maryland,once a week for 3 successive weeks before the 1st day of April,1940. The first insertion being made the 3rd day of March, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,
By R. L. Brown

Filed April 6" 1949.

FINAL ORDER

ORDERED BY THE COURT, This 6th day of April,1949, 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.

Benjamin Michaelson, A. J.

Filed April 6, 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause and from them she has stated the within account April 22,1949,All of which is respectfully submitted.

LAURA R. JICKLING , Auditor.

Dr.Charles J.Novak,Attorney named in Mortgage,vs John Joseph Carney, and Wife, in ac.

To Attorney for Commissions,viz:	143.43	143.43
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	26.00	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press-order nisi (acct.)	5.00	
The Sun- advertising sale	8.10	
Seaboard Surety Co-premium on bond	10.00	

E. T. Newell & Co.-auctioneer	25.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.20	
Notary fees	1.00	84.50
To Attorney for Taxes, viz		
1949 State and County taxes, adjusted	5.50	5.50
To Madison and Bradford Streets Permanent building Association of Baltimore City,mortgagee-in full for mortgage claim	3,365.96	3,365.96
To John Joseph Carney and Marion Frances Carney,his wife,Mortgagors-nthis balance	143.91	143.91
		3,781.05

with Charles J. Novak, Attorney named in Mortgage Cr.

1949		
Feb. 25 Proceeds of Sale	3,750.00	
interest on deferred payment	31.05	3,781.05
		3,781.05

Filed April 26", 1949

ORDER NISI

ORDERED,This 26th day of April, 1949,That the Report and Account of the Auditor filed this day in the above entitled cause, BE RARIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28" 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 28" day of May next.

John H. Hopkins, 3rd, Clerk.

True Copy; Test:

John H. Hopkins, 3rd, Clerk.

Filed May 13, 1949.

CERTIFICATE OF PUBLICATION

Annapolis,Md.May 31,1949

We hereby certify that the annexed Order Nisi Equity #9245-Auditor's Account,John Joseph Carney 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 May,1949.The first insertion being made the 28th day of April,1949.

The Capital Gazette Press- Inc.,
By R.L.Brown,

No. 4047

Filed April 3, 1950.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT,this 4th day of April,1950,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.

BENJAMIN MICHAELSON,

A. J.

Filed April 4, 1950.

GEORGE B. WOELFEL, ADMINIS-	:	No. 9003 EQUITY
TRATOR of the ESTATE OF	:	In The
LEVIN NASH, Deceased.	:	CIRCUIT COURT FOR
vs	:	ANNE ARUNDEL COUNTY
MINNIE E. MITCHELL.	:	

: : : : : : :

To the Honorable, the Judge of Said Court:

The petition of George B. Woelfel, Administrator of the Estate of Levin Nash, deceased, respectfully represents:

That at the time of the filing of the Bill of Complaint in this case, your petitioner was informed that the defendant was the sole heir of the said Levin Nash, deceased, but that since the filing of the said Bill of Complaint, your petitioner has learned of other heirs of the said Levin Nash, and is therefore desirous of filing an Amended Bill of Complaint.

Wherefore your petitioner prays that he may be granted leave to file an amended Bill of Complaint.

AND, as in duty bound, etc.

George B. Woelfel, Petitioner.

Filed August 18", 1947

ORDER OF COURT

Upon the aforegoing petition it is, this 22 day of August, 1947, by the Circuit Court for Anne Arundel County, ORDERED that the Complainant, George B. Woelfel, Administrator of the Estate of Levin Nash, deceased, be and he is hereby granted leave to file an Amended Bill of Complaint in the above entitled cause.

William J. McWilliams, Judge.

Filed 22 August, 1949

GEORGE B. WOELFEL,	:	
ADM. of Levin Nash,	:	No. 9003 Equity
vs	:	In the
Minnie E. Mitchell,	:	CIRCUIT COURT
Clara Belle Marshall,	:	
Leon Clay and Mary Clay,	:	FOR
his wife, and all of the	:	ANNE ARUNDEL COUNTY
unknown heirs of Levin	:	
Nash, deceased.	:	

: : : : : : :

AMENDED BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your Orator, who sues for himself as well as for all other creditors of Levin Nash, late of Anne Arundel County, deceased, who will come in and contribute to the expenses of this suit, for his amended bill of complaint, says:

1. That Levin Nash was, during his lifetime seized and possessed of certain real estate lying, being and situate in the Sixth Election District of Anne Arundel County, Maryland, known as No. 11 Monument Street, in the City of Annapolis, which said property the said Levin Nash and Sarah Nash, his wife, acquired as tenants by the entireties by deed from Thomas O. Gott, Trustee, dated April 3rd, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 94, folio 424, a certified copy of said deed being filed herewith

as Plaintiff's Exhibit No. 1, and prayed to be taken as a part of this bill; the said Sarah Nash having died at least 10 years ago, thereby vesting fee simple title in the said Levin Nash.

2. That being seized and possessed as aforesaid, the said Levin Nash died intestate on or about the 31st day of May, 1944, leaving surviving him one child, Minnie E. Mitchell and at least two grand-children, to wit: Clara Belle Marshall, daughter of Julia Carroll, a deceased child of Levin Nash, and Leon Clay, son of Hester Clay, a deceased child of Levin Nash.

3. That the said Levin Nash is said to have had five or six children during his lifetime, the names of five of said children are known and are as follows: (1) Julia Carroll, who predeceased the said intestate and left surviving her the aforesaid Clara Belle Marshall, daughter; (2) Hester Clay, who predeceased said Levin Nash and left surviving her one child, Leon Clay who is married to one Mary Clay; (3) Hattie Brown and (4) Priscilla Tolliver, both of whom predeceased said Levin Nash and left no children surviving them; and (5) Minnie E. Mitchell, one of the defendants herein.

4. That your Orator was appointed Administrator of the estate of said decedent, and as said Administrator has begun the payment of debts; that there is a claim duly passed for the sum of $2328.53 which remains unpaid and that there is no personal estate from which to pay the said debts.

5. That the defendant, Minnie E. Mitchell, is a non-resident her address being 1116-6th Street,NE, Washington, D. C., and that the other defendants are so far as is known, non-residents, and their present whereabouts is unknown.

Wherefore, your Orator, prays:

1. That the real estate of the said Levin Nash, deceased, or so much thereof as may be necessary for the purpose, may be sold for the payment of the aforesaid debts.

2. That your Orator may have such other and further relief as his case may require.

May it please your Honor to grant unto your Orator an order of publication, directed to the said Minnie E. Mitchell, Clara Belle Marshall, Leon Clay and Mary Clay, his wife, and all of the unknown heirs of Levin Nash, deceased, who are known or believe to be adults and non-residents of this State, commanding them to be and appear in this Honorable Court either in person or by solicitor, on some day certain to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

And as in duty bound, etc.

George B. Woelfel, Orator.

Filed August 22, 1947

AMENDED ORDER OF PUBLICATION

The Object of this suit is to procure a decree for the sale of the real estate of Levin Nash, deceased, for the payment of the debts of the said decedent.

The bill recites that Levin Nash was during his lifetime seized and possessed of certain real estate on Monument Street, Annapolis, Anne Arundel County, title to same being more particularly described in said bill. That being seized and possessed as aforesaid, the said Levin Nash died intestate on or about May 5, 1944, leaving surviving him as his heirs at law, one child, Minnie E. Mitchell, who now resides in Washington,D.C., one grand-daughter, Clara Belle Marshall, whereabouts unknown, and

one grand-son, Leon Clay and Mary Clay, his wife, whereabouts unknown, in whom the said real estate is vested by operation of law. That your orator was appointed Administrator of the estate of said decedent, and as said Administrator has begun the payment of debts; that there is a claim duly passed for the sum of $2328.53 which remains unpaid and that there is no personal estate from which to pay the said debt.

It is thereupon this 22" day of August, 1947, by the Circuit Court for Anne Arundel County, ORDERED that the Complainant 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 30" day of Sept.,1947, giving notice to the said Minnie E. Mitchell, Clara Belle Marshall, Leon Clay and Mary Clay, his wife, of the object and substance of this bill,warning them to be and appear in this Honorable Court, either in person or by solicitor, on or before the 15" day of Oct. 1947, to show cause, if any they may have, why a decree should not be passed as prayed herein.

True Copy,
Test: John H. Hopkins, 3rd, Clerk. John H. Hopkins, 3rd, Clerk.

Filed August 22, 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 1, 1947

We hereby certify, that the annexed Order of Publication- MINNIE E. MITCHELL was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel Maryland, once a week for 4 successive weeks before the 30th day of September, 1947. The first insertion being made the 25th day of August, 1947.

THE CAPITAL-GAZETTE PRESS, INC.
By Shirley McDonald

Filed October 15, 1947

ANSWER OF LOEN CLAY AND MARY CLAY, His Wife.

To the Honorable, the Judge of said Court:

The answer of Leon Clay and Mary Clay, his wife, respectfully shows:

1. These Respondents admit the allegations contained in paragraph one of said amended bill of complaint.

2. These Respondents admit the allegations contained in paragraph two of said amended bill of complaint and further answering state that he, Leon Clay,and Clara Belle Marshall are the only two grandchildren of Levin Nash.

3. Answering the third paragraph of said amended bill of complaint your Respondents state that Levin Nash had five children mentioned therein and also had two additional children,one whose name was Rebecca Nash who married one Mack Wooten who had two children, to wit: Jimmie Wooten and Mack Wooten, both of whom are dead as well as their father and mother and none left any other children.

(a) Said Levin Nash had another child whose name was Ellen Nash who married Frank Addison, both of whom are dead and left no issues.

4. Your Respondents have no knowledge of the $2328.53 debt due by Levin Nash to the Anne Arundel County Welfare Board.

5. Your Respondents admit that Minnie Mitchell is a non resident residing in Washington, D. C. and that Clara Belle Marshall is a non-resident residing in Philadelphia and that your Respondents live in Annapolis.

And having answered said amended bill of complaint as fully as they are advised is necessary they pray that the same be dismissed with costs.

And as in duty bound, etc.

Leon Clay

Mary Clay,

In propria personam

Filed October 15", 1947.

DECREE PRO CONFESSO

The Defendants Minnie E. Mitchell and Clara Belle Marshall and all the unknown heirs of Levin Nash,deceased, after Order of Publication duly published, 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 20 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 against 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, Judge.

Filed 20 October, 1947

PETITION FOR APPOINTMENT OF SPECIAL COURT STENOGRAPHER

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1. That your Petitioner is the Plaintiff in this cause and as such desires to take testimony but the Court Stenographer is ill and it is necessary that a substitute be appointed in her place and stead.

Wherefore your Petitioner prays:

1. That Mary M. Hoff be appointed substitute court stenographer for the purpose of taking down and transcribing the testimony to be given in this cause.

And as in duty bound, etc.

George B. Woelfel,

Solicitor for Plaintiff and Petitioner.

Filed February 24, 1948

ORDER OF COURT.

Upon the aforegoing petition, it is this 24" day of February, 1948, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Mary M. Hoff be, and she is hereby appointed special court stenographer for the purpose of taking down and transcribing the testimony in this cause but before proceeding to act she shall take the oath before one of the Examiners of this Court that she will well and truly take down and transcribe the testimony without fear, favor or prejudice.

William J. McWilliams, Judge

Filed February 24, 1948

TESTIMONY ON BEHALF OF THE PLAINTIFF.

Present:

George B. Woelfel, Solicitor for Plaintiff

Emanuel Klawans, Examiner

Mary M. Hoff, Special Court Stenographer

Order of Court dated February 24th, 1948.

Witnesses:

Leon Clay . . . . . 2 to 4

Morris Legum 5

Leon Clay, a witness of lawful age,/ after being duly sworn, next being called on behalf of the Plaintiff, deposes and says:

(Woelfel)

1. State your name and address?

A. Leon Clay, 47 Smithville, Annapolis, Md.

2. Did you know Levin Nash?

A. Yes he was my grandfather.

3. Is Levin Nash now living or dead?

A. He is dead.

4. Did Levin Nash own any real estate in the City of Annapolis at the time of his death?

A. Yes, he owned a house No. 11 Monument Street.

5. Is that the property he procured from Thomas O. Gott, Trustee, dated April 3rd, 1931, and marked Plaintiff's Exhibit No. 1?

A. Yes, I think so.

6. Who was Sarah Nash?

A. She was my step-grandmother.

7. Is she living or dead?

A. She is dead.

8. Who died first, Levin Nash or Sarah Nash?

A. Sarah Nash died first.

9. How long before Levin Nash's death did she die?

A. Sarah Nash died about a year or more before my grandfather.

10. What children, if any, did Levin Nash leave or have?

A. There was Hester, Julia, Rebecca, Ellen, Hattie, Minnie I guess, and one died over St. Margaret's but I didn's know her.

11. Is Julia Carroll the one who you call Julia?

A. Yes.

12. What was her husband's name?

A. His name was Joe Carroll.

13. Is Julia Carroll living or dead?

A. She is dead.

14. When did she die?

A. She died a little after the first World War.

15. Is her husband living?

A. No he is dead.

16. When did he die?

A. He died about two years ago.

17. Did they leave any children?

A. Yes they left one daughter. Her name is Clarabelle Marshall and she lives in Philadelphia. That's where she was when I last heard of her.

18. Who was Hester Clay?

A, I donIt know. My Mother's name was Hattie Clay. Maybe that is who you mean.

19. Is Hattie Clay living?

A. No my mother is dead and I am her only child. My father died about 47 years ago.

20. Who is Hattie Brown?

A. That is my mother. She married Isiah Brown after the death of my father.

21. Is Isiah Brown now living?

A. No he is dead. He died about ten years ago.

22. Who is Priscilla Tolliver?

A. She must be the child of Levin Nash that I don't know but I heard that she died and was buried in Skidmore near St. Margarets. I know that she left no children.

23. Who is Minnie Mitchell?

A. Minnie Mitchell is the daughter of Levin Nash by some woman I don't know her name but it was not his wife because Levin Nash only had two wives and my grandmother's name was Charlotte and the other wife's name was Sarah.

24. Who is Rebecca Wooten?

A. That is my aunt.

25. Was she a child of Levin Nash and Charlotte Nash, his wife?

A. Yes.

26. Is she living or dead?

A. She died about twenty years ago.

27. She have any children?

A. She had two boys who died. Neither one were ever married and they died more than twenty years ago.

28. Who was her husband?

A. Mack Wooten was her husband but he is dead.

29. Who is Ellen Addison?

A. That is Frank Addison's wife.

30. Is she living?

A. No she is dead. She died about 1918.

31. Is Frank Addison living?

A. No he is dead. He died about twenty-five years ago.

32. Did they have any children?

A. No.

33. Were any other children born of Levin Nash?

A. None to my knowledge.

34. Did Levin Nash leave any personal estate?

A. Nothing that I know of.

35. What do you think is the fair value of the property at Monument Street?

A. I guess about $600.

Leon Clay.

Morris Legum, a witness of lawful age,/after being duly sworn , next being called on behalf of Plaintiff, deposes and says:

(Woelfel)

1. State your name and address?

A. Morris Legum, 30 Murray Ave., Annapolis, Md.

2. Do you remember Levin Nash?

A. Yes he worked for Henry B. Myers Company for years and years.

3. Is Levin Nash now living or dead?

A. He is dead.

4. When did he die?

A. About seven years ago.

5. Who was Sarah Nash?

A. That was his second wife who died before him.

6. Did Levin Nash leave any property in the City of Annapolis at the time of his death?

A. Yes, a little house no. 11 Monument Street,Annapolis, Md.

7. How many children did Levin Nash have?

A. I have no idea.

8. You are familiar with the real estate in these proceedings?

A. Yes.

9. What do you do for a livelihood?

A. I deal in the buying and selling of real estate.

10. How long have you engaged in such business?

A. For the last fifteen years.

11. Are you familiar with the value of the property in and around Annapolis?

A. Yes.

12. Are you familiar with the value of that property left by Levin Nash?

A. I think so.

13. What, in your judgment,is the fair market value as of today?

A. I would say in the neighborhood of five or six hundred dollars?

M. Legum,

There being no other witnesses to be examined and no other testimony to be taken, this testimony is hereby closed and returned to the Court this 27th day of February,1948.

Witness my hand and seal.

Emanuel Klawans, (seal)
Examiner

(Testimony on behalf of Plaintiff see page 159)

Filed February 27, 1948

PLAINTIFF'S EXHIBIT No.1. A.

THIS DEED, made this 3rd day of April in the year 1931, by Thomas O. Gott, Trustee of the first part, and Levin Nash and Sarah Nash, his wife, of the second part, all of Annapolis, Maryland.

WITNESSETH: That for and in consideration of the sum of one dollar and in execution of the trust and confidence reposed in him, Thomas O. Gott, Trustee by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County simultaneously with these presents, the said Thomas O. Gott, Trustee, doth by these presents grant and convey unto the said Levin Nash and Sarah Nash, his wife, as tenants by entireties thereof, in fee simple, the following property to wit:

ALL of that lot piece or parcel of ground situate lying and being in the City of Annapolis, Maryland, which is fully described by metes and bounds, courses and distances in a deed thereof from Lucy Hyman, widow, to Levin Nash, dated January 19th, 1927, recorded

among the Land Records of Anne Arundel County in Liber F.S.R. No. 10, Folio 28.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the parties of the second part, as tenants by entireties thereof in fee simple.

Witness the hand and seal of said Trustee.

Test: Thomas O. Gott (Seal)

Marvin I. Anderson Trustee

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 3rd day of August, in the year 1931, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas O. Gott. Trustee, and acknowledged the aforegoing deed to be his act.

AS WITNESS my hand and seal Notarial.

(NOTARIAL SEAL) Marvin I. Anderson, Notary Public.

Recorded 2nd April 1932 at 9 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby certify that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 94 folio 424, 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 20th day of February, A. D. 1946.

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

Filed February 21, 1946

INVENTORY OF REAL ESTATE OF LEVIN NASH

THE STATE OF MARYLAND,

THIS IS TO AUTHORIZE YOU JOINTLY to appraise the Real Estate of Levin Nash, 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 1st day of August in the year of our Lord one thousand nine hundred and forty-five.

(Court Seal)

TEST: R. GLENN PROUT,

Register of Wills for Anne Arundel County.

We James O. Onderdonk and John Kramer do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Levin Nash, late of Anne Arundel County, deceased, so far as the same shall come to our signt and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment .

James O. Onderdonk } Appraisers

_____

I HEREBY CERTIFY, That the aforegoing oath was taken and subscribed to by the said James O. Onderdonk and John Kramer 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 1st day of August, in the year of our Lord one thousand nine hundred and forty-five.

_____ Justice of the Peace for Anne Arundel County.

A TRUE AND PERFECT INVENTORY of all and singular the Real Estate of Levin Nash, late of Anne Arundel County, deceased, appraised by the subscriber James O. Onderoonk and John Kramer 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.

No. 11 Monument Street, Annapolis, Maryland.

Frame Dwelling

Title reference, Thomas O. Gott, Trustee to Levin Nash & Wife, F.S.R. No. 94, folio 424.

(balance of Inventory not completed, nor filed).

TESTIMONY ON BEHALF OF THE PLAINTIFF.

PRESENT:

Mr. George B. Woelfel, Solicitor for Plaintiff.

Mr. Noah A. Hillman, Solicitor for Defendant (Minnie E. Mitchell)

Mr. John Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

°°°°°°°°°Agreement of Counsel to waive signatures.

WITNESS:°

Minnie E. Mitchell,. . . . . 2 to _

Minnie E. Mitchell, one of the defendants, being first duly sworn, deposes and says:

(Woelfel)

1. State your name and residence?

A. Minnie E. Mitchell, 1116-6th St., NE, Washington, D. C.

2. Did you know Levin Nash mentioned herein?

A. I did, he was my father.

3. Is Levin Nash now living or dead?

A. He is dead.

4. State when and where he died?

A. He died Mat 31st, 1944 at Annapolis, Maryland, at No. 11 Monument st.,

5. Did Levin Nash leave a last will and testament?

A. None that I know of.

6. How old was he when he died?

A. He was 105 years old.

7. Who was Sarah Nash?

A. She was his wife, my stepmother.

8. Is Sarah Nash living or dead?

A. She is dead.

9. When and where did she die?

A. She died January 3rd, 1944 at No. 11 Monument st., Annapolis, Md.

10. Did Levin Nash marry again after the death of his wife?

A. He did not

11. How many times did he get married?

A. I remember three, I don't know any more.

12. How many children did Levin Nash have?

A. As far as I know, six, far as I can remember.

13. State their names, and if living or dead, and if dead, who they left as their children?

A. (1) Julia Carroll. I don't know her husband's name, he is dead. Julia is dead, she died in 1924 or 1925. She left one daughter whose name is

(A) Clara Belle Marshall, a grandchild of Levin Nash . I don't know where she lives, the last time I heard from her she was in Philadelphia. She is of age,is older than I am.

(2) Hester Clay, I think her name is Clay, she is dead, died about 1927 and left her only child,

(B) Leon Clay, a grandson of Levin Nash, his wife is Mary Clay.

(3) Hattie Brown, she died over 12 years ago, I don't know the date. and she left no children.

(4) Priscilla Toliver, she died in Washington at Gallinger Hospital in 1944 before her father died, and she left no children.

(5) Minnie E. Mitchell, myself, that's all I can remember and I am right here.

14. Are they all of the children of Levin Nash, deceased ?

A. All as far as I can know.

15. Did your father leave any real estate in Anne Arundel County?

A. Yes, he left a parcel of land located at No. 11 South side of Monument street in Annapolis, Maryland.

16. Is this a certified copy of a deed from Thomas O. Gott, Trustee, to Levin Nash and Sarah Nash, his wife, dated April 3rd, 1931 and recorded among the Land Records of Anne Arundel County in Liber FSR 94 fol. 44?

A. It is.

°°°°°°°°Filed as Exam. Exh. A.

17. Did Levin Nash leave any personal property?

A. No, nothing at all.

18. Who paid for the burial expenses of Levin Nash?

A. I paid part and The Relief paid part.

19. How much did you pay toward his burial expenses?

A. The Relief gave me $75 and I paid the other $80. Here is the receipt for the burial bill.

°°°°°Filed as Exam. Exh. B.

20. What is the value of thia property, in your estimation?

A. I could not say, I tried to sell it for $500.

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

A. No.

Signature waived by agreement of counsel.

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

Witness my hand and seal this 27 day of February, 1948.

Jno. S. Strahorn, (Seal)
Examiner.

Filed February 27, 1948.

DECREE OF COURT

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

It is thereupon, this 30th day of June, 1948 by the Circuit Court of Anne Arundel County ADJUDGED, ORDERED, and DECREED that the real estate of Levin NASH, deceased, in the proceedings mentioned, or so much thereof as may be necessary for the payment of his debts, be sold, and that GEORGE B. WOELFEL be and he is hereby, appointed trustee to make said sale, of the real estate, 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 2000.00/00 dollars, ($2000.00) 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 least three weeks notice by advertisement, inserted in such daily newspaper or newspapers in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be cash on the day of sale, and, as soon as may be convenient after such sale or sales, the said trustee shall return to this court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on 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 claim 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 such 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.

Marvin I. Anderson, Judge

Filed June 30, 1948

TRUSTEES BOND

Know all Men by these presents, that we, GEORGE B. WOELFEL, of Anne Arundel County, Maryland, as Principal, and the GLOBE INDEMNITY COMPANY, a body corporate of the State of New Work duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland or its certain attorneys, in the sum of Two Thousand Dollars ($2,000.00), for the payment of which sum well and truly to be made, we and each of us bind ourselves, jointly and severally, and our respective heirs, executors and administrators, firmly by these presents.

Signed, sealed and dated the 16th day of August, 1948.

The condition of the above obligation is such, that whereas, by a decree of the Circuit Court of Anne Arundel County sitting in Equity, dated June 30th, 1948, in a cause therein pending, wherein George B. Woelfel, Administrator of the estate of Levin Nash, deceased, is complainant, and Minnie Mitchell, et al,, defendants, it was among other things decreed, that the above bounden George B. Woelfel be appointed Trustee to sell the Real Estate in these proceedings mentioned ormso much thereof as may be necessary, and to well and truly per-

form the trust reposed in him.

Now, Therefore, the above obligation is such that if the above bounden George B. Woelfel shall truly and faithfully perform the trust reposed in him by this decree or any future decree or order in the premises, then the above obligation to be void, otherwise to remain in full force and virtue of law.

Approved: George B. Woelfel, (SEAL)

Mary M. Hoff GLOBE INDEMNITY COMPANY

By Benjamin Michaelson, (SEAL)

(Corporate Seal) Atty. in fact.

Approved this 16" day of Aug. 1948.

John H. Hopkins, 3rd, Clerk.

Filed Aug. 16, 1948.

PUBLIC SALE OF NO. 11 MONUMENT STREET

Under and by virtue of a decree of the Circuit Court of Anne Arundel County. dated the 30th day of June, 1948, and passed in a cause therein pending wherein George B. Woelfel, Administrator of the Estate of Levin Nash, deceased, was plaintiff, and Minnie E. Mitchell, et al, together with all the unknown heirs of Levin Nash, deceased, were defendants, the same being No.9003 Equity, the undersigned, as trustee, will offer for sale at public auction to the highest bidder at the Court House door in the City of Annapolis, Maryland, on MONDAY, AUGUST 16TH, 1948, AT 10:30 O'CLOCK A. M.

ALL that lot or parcel of ground lying, being and situate in the City of Annapolis having a frontage on Monument Street of 26 feet and an even depth of 35 feet.

Improvements: A house condemned by authorities, known as No. 11 Monument Street.

Terms of sale: A deposit of $300. will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of the sale. Deferred payments to bear interest at the rate of 6% or all cash at the option of the purchaser.

For further particulars, apply:

GEORGE B. WOELFEL, Trustee,

a-13. 9-11 School Street, Annapolis, Md.

August 16th, 1948.

I hereby certify that upon this 16th day of August, 1948, I sold the within described property unto the Legum Realty Corporation at and for the sum of Eight Hundred ($800.) Dollars.

Witness my hand and seal placed hereon this day 16th day of August, 1948.

Witness: Robt. H. Campbell, (Seal)

Mary M. Hoff.

Filed August 16", 1948

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Trustee, appointed by a decree of the Circuit Court for Anne Arundel County, passed in the above entitled cause, dated 30th day of June, 1948, 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 in the said decree, and giving notice of the time, place, manner and terms of the sale by

advertisements inserted in the Evening Capital, a daily newspaper published in the City of Annapolis for at least three weeks before the day of sale, he did, pursuant to said notice, attend at the Court House door, in the said City, on the 16th day of August, 1948, at 10:30 A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder the property mentioned in the decree, situate inthe City of Annapolis, having a frontage on Monument Street of 26 feet and an even depth of 35 feet, being known as No. 11 Monument Street.

And your said Trustee sold the above described property to the Legum Realty Company at and for the sum of Eight Hundred ($800) Dollars cash, it being at that figure the highest bidder therefor.

George B. Woelfel, Trustee

CERTIFICATE OF PUBLICATION

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 16th day of August, in the year 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report of sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff, Notary Public.

Filed August 16, 1948

ORDER NISI

Ordered, this 16" day of August, 1948, That the sale of the real estate mentioned in these proceedings made and reported by George B. Woelfel, Trustee, BE RATIFIED AND CONFIRMED, UNLESS CAUSE TO THE CONTRARY THEREOF BE SHOWN ON OR BEFORE THE 18th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18" day of September next. The Report states that the amount of sales to be $800.00.

John H., Hopkins, 3rd Clerk

Filed 16 August, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 14, 1948

We hereby certify, that the annexed Order Nisi -Eq. #9003- MINNIE E. MITCHELL 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 September, 1948. The first insertion being made the 17th day of August, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

FINAL ORDER

ORDERED, BY THE COURT, This 21st day of September, 1948, 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.

Marvin I. Anderson, Judge.

Filed 21" September, 1948.

J.H.H. No. 66 Equity

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that _he has examined the proceecings in the above entitled cause, and from them _he has stated the within account, February 10, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. George B. Woelfel, Administrator of the Estate of Levin Nash, deceased, vs Minnie E. Mitchell, et al in ac.

To Trustee for Commissions on Sale, viz:	49.00	
To Trustee for Commissions on Rent, viz:	5.30	
To Trustee for Fee (Order of 2/3/49)	50.00	104.30
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	23.75	
Emanuel Klawans - Examiner's fee	4.00	
Mary H. Hoff- stenographer's fee	4.00	
John S. Strahorn-Examiner's fee	4.00	
Juliet D. Strahron-Stenographer's fee	4.00	
Auditor- stating this account	13.50	63.25
To Trustee for Expenses, viz:		
Capital-Gazette Press-first Order of Publication	24.00	
Capital-Gazette Press-second Order of Publication	32.00	
Capital-Gazette Press-advertising sale	19.00	
Capital-Gazette Press-Order nisi (sale)	5.00	
Capital-Gazette Press-Order nisi (acct)	5.00	
Globe Indemnity Co.,-bond premium	10.00	
R. H. Campbell- Auctioneer's fee	10.00	
Clerk of Court-certified copy of deed	1.00	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.55	
Mary H. Hoff - notary fee	.50	107.60
To Trustee for Taxes, viz:-		
1945 State and County taxes	17.11	
1946 State and County taxes	11.27	
1947 State and County taxes	9.91	
1948 State and County taxes	8.34	46.63
1945 City of Annapolis taxes	9.38	
1946 City of Annapolis taxes	8.43	
1947 City and County taxes	7.98	
1948 City of Annapolis taxes	7.53	33.32
To Trustee for Benefit Charges, viz:		
Annapolis Water Co.-water rent from 6/30/48 to 9/30/48	10.50	10.50
To Trustee for Claims Filed, viz:		
Register of Wills- Orphans Court costs	8.10	
Capital-Gazette Press- notice to creditors	5.00	

Globe Indemnity Co.-premium on Admr's bond for 1945, 1946, 1947, and 1948	40.00	
Minnie Mitchell-refunding amount paid on account funeral expenses	80.00	
Anne Arundel County Welfare Board-this balance on account of claim filed	363.53	496.63
		862.23

WITH George B. Woelfel, Trustee		Cr.
1948		
Aug. 16 Proceeds of Sale	800.00	800.00
Rent collected by Trustee	53.00	53.00
Refund 1948 State and County Taxes ($8.34-adj.)	2.80	
Refund 1948 City of Annapolis taxes ($7.53-adj.)	6.43	9.23
		$862.23

Filed 11" February, 1949

ORDER NISI

ORDERED, This 11" day of February, 1949,That the Report and Account of the Auditor, filed in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14" 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 14" day of March next.

John H.,Hopkins, 3rd, CLERK.

Filed 11" February, 1949.

CERTIFICATE OF Publication

Annapolis, Md. March 10 , 1949

We hereby certify, that the annexed Order Nisi-Eq. #9003-Auditor's Account, MINNIE E. MITCHELL was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of March, 1949. The first insertion being made the 3rd day of February, ~~19~~49.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 5368

By R. L. Brown

Filed March 15", 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 15" day of March, 1949, 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.

Benjamin Michaelson, Judge.

Filed March 15, 1949.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF ROBERT E. PRISET AND RUTH PRISET, HIS WIFE.	:	NO. 9723 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

: : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit, file the original mortgage and statement of mortgage debt.

George E. Rullman, Assignee.

Filed June 24, 1949

ORIGINAL MORTGAGE

THIS PURCHASE MONEY MORTGAGE, Made this 30 day of January in the year nineteen hundred and forty seven by and between ROBERT E. PRISET and RUTH PRISET, his wife, Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and ELLIS L. SMITH and BEULAH L. SMITH, his wife, of the City of Washington in the District of Columbia, Mortgagees, of the second part.

WHEREAS, the said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full and just sum of Eighteen hundred ($1800.00) dollar being the balance of the purchase money for the hereinafter described property, for the proper payment whereof the said Mortgagors have passed to the said Mortgagees, their joint promissory note of even date herewith for the sum of Eighteen hundred ($1800.00) dollars, with interest thereon at the rate of five per centum per annum, payable forty dollars monthly on the __day of each succeeding month until the full amount is paid, said payments to be applied first to the payment of interest at the rate of five per centum per annum and the balance on account of the unpaid principal. With the right and privilege of making larger payments or paying said indebtedness in full at any time.

AND WHEREAS, the execution of these presents to secure the payment of the aforesaid promissory note was a condition precedent to said indebtedness.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagees their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County, aforesaid, and described as follows: according to a plat and survey made by J. R. McCrone, Jr., Reg.Prof.Eng. and Land Surveyor, in July, 1946, said plat recorded with a deed from Ellis L. Smith and Beulah L. Smith, his wife, to Howard D. Mull and Shirley P. Mull, his wife, dated July 24,1946, and recorded prior hereto, to wit: Beginning for the same at an iron pipe set where the south side of Woodsboro Place intersects the northeast side of Bay Ridge Road, as shown on Plat #1 of Woodland Beach recorded among the Plat Records of Anne Arundel County; and running from thence and with the south side of Woodsboro Place north 81 degrees 14 minutes 20 seconds east 193.5 feet to an iron pipe; thence leaving Woodsboro Place and running across lots 309-308-307-303-304 and 305, as shown on the above mentioned Plat and through the center of a well, south 62 degrees 05 minutes west 164.01 feet to a point on the northeast side of Bay Ridge Road; thence with same north 44 degrees 27 minutes 50 seconds west 65.58 feet to the place of beginning. Being known as

House #306 Bay Ridge Road and all of lot 306 and part of lots 305-304-303-307-308 and 309 as shown on the Plat #1 of Woodland Beach.

BEING the same property which was conveyed to the said Robert E. Priset and Ruth Priset, his wife, by Ellis L. Smith and Beulah L. Smith, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County prior to the recording of this mortgage. Subject, nevertheless, to the conditions and restrictions set forth in said deed.

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 Mortgagees their heirs and assigns, forever.

PROVIDED, that if the said Mortgagors for themselves and for their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of __Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenents 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, together with all liens of whatever ,ind against property the said mortgagors for themselves and for their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue 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 Marvin I. Anderson, his, her or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagees their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of 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 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 and for their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the

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

AND the said Mortgagors for themselves and 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 Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen hundred Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said 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: Robert E. Priset (SEAL)

Myrtle Sturm. Ruth L. Priset (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 30 day of January, 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 Robert E. Priset and Ruth Priset, his wife, the Mortgagors named in the aforegoing Mortgage and they acknowledge the aforegoing Mortgage to be their act. At the same time also appeared Ellis L. Smith 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) Myrtle Sturm, Notary Public

Received for record January 31,1947,at 11 A.M., Liber J.H.H. No. 400,fol.22.

ak

FIRST ASSIGNMENT.

26 April, 1948

For value received, we hereby assign the within mortgage and the debt thereby secured, to Adelaide P. James, widow and Mary C. Thomson, widow.

WITNESS Beulah L. Smith (SEAL)

Matthew S. Evans. Ellis L. Smith (SEAL)

Matthew S. Evans.

Recorded 26 April,1948,at 12-M, in Liber J.H.H. No. 400,folio 25.

SECOND ASSIGNMENT

For value received, we hereby assign the aforegoing mortgage and the debt thereby secured to the First Federal Savings & Loan Association of Annapolis, a body corporate.

Witness our hands and seals this 19th day of August, 1948.

Witness: Mary C. Thomson (SEAL)

Edward Schwartz,Notary Public, Adelaide P. James (SEAL)

My Commission expires 3/1/50 (Notarial Seal)

Recorded 20 August,1948 at 2 P.M., Liber J.H.H. No. 400,folio 25.

THIRD ASSIGNMENT

For value received, the First Federal Savings and Loan Association of Annapolis a body corporate, hereby assigns the aforegoing mortgage and the debt thereby secured to George E. Rullman, for purposes of foreclosure, this 22nd day of June, 1949.

ATTEST: FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANNAPOLIS,

Iola P. Anderson, SECRETARY. By T. Roland Brown, PRESIDENT.

Recorded 23 June, 1949 at 3 P.M., in Liber J.H.H. No. J.H.H. 400,folio 24.

John H. Hopkins, 3rd, Clerk.

Filed June 24, 1949

STATEMENT OF MORTGAGE CLAIM

Balance due on principal	$1,202.20
To Interest	10.02
Total	$1,212.22

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 22nd day of June, 1949, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings & Loan Association of Annapolis,and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witnes my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, Notary Public

Filed June 24, 1949

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 One Thousand Five Hundred ($1,500.00) 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 5th day of July, in the year of our Lord 1949.

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from Robert E. Priset and Ruth Priset, his wife, to First Federal Savings and Loan Association of Annapolis bearing date the 30th day of January, 1947, and recorded among the Land records of Anne Arundel County, in Liber J.H.H. No. 400,Folio 22, 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 authorized agent and attorney in fact, the day and year first herein above written.

Signed,Sealed and Delivered
in the presence of
Janet Schnoor
As to Surety
Rose M. Bausch

(CORPORATE SEAL)

George E. Rullman, (Seal)
National Surety Corporation
By H. Cookman Hindes, (Seal)
Attorney-in-Fact

Filed & Approved this 7" day of July, 1949.

John H. Hopkins, 3rd, Clerk.

Filed July 7, 1949

GEORGE W. SCIBLE, AUCTIONEER

PUBLIC SALE OF VALUABLE REAL ESTATE

SITUATE AT WOODLAND BEACH, ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the power of sale contained in a mortgage from Robert E. Priset and Ruth Priset, his wife, dated the 30th day of January, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 400, folio 22, the undersigned, as the assignee of said mortgage, by short assignment recorded at the foot of 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 19th, 1949 AT 11:00 O'CLOCK A.M., The property described in said mortgage, namely:

All that lot of ground situate at Woodland Beach, in the First Election District of Anne Arundel County, Maryland, and described as follows,according to a plat and survey made by J. R. McCrone,Jr., Surveyor, in July, 1946, said plat recorded with a deed from Ellis L. Smith and Beulah L. Smith, his wife, to Howard D. Mill and Shirley P. Mull, his wife, dated July 24, 1946, and recorded prior hereto, to wit:

Beginning for the same at an iron pipe set where the south side of Woodsboro Place intersects the northeast side of Bay Ridge Road, as shown on Plat No. 1 of Woodland Beach, recorded among the Plat Records of Anne Arundel County, and running from thence and with the south side of Woodsboro Place north 81 degrees 14 minutes 20 seconds east 193.5 feet to an iron pipe; thence leaving Woodsboro Place and running across lots 309, 308, 307, 303, 304,and 305, as shown on the above mentioned plat and through the center of a well, south 62 degrees 05 minutes west 164.01 feet to a point on the northeast side of Bay Ridge Road; thence with same north 44 degrees 27 minutes 50 seconds west 65.58 feet to the place of beginning. Being known as House No. 306 Bay Ridge Road and all of lot 306 and part of lots 305, 304, 303, 307, 308, as shown on the Plat No. 1 of Woodland Beach. Being the same property which was conveyed to the said Robert E. Priset and Ruth Priset, his wife, by Ellis L. Smith and Beulah L. Smith, his wife, by deed dated the 30th day of January, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 400, folio 21. Said lots are improved by a two-room summer cottage.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

GEORGE E. RULLMAN, Assignee,

Lee Building, Annapolis, Md.

AUCTIONEER'S CERTIFICATE.

I Hereby certify that I have this 19th day of July, 1949, sold the within described, property to the First Federal Savings & Loan Association of Annapolis at and for the sum of One Thousand Dollars ($1,000.00), it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible, Auctioneer.

We hereby certify that we have this 19th day of July, 1949, purchased the within described property from George E. Rullman, Assignee, at and for the sum of One Thousand Dollars ($1,000.00), and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

ATTEST: FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANNAPOLIS.

Iola P. Anderson, SECRETARY. By T. Roland Brown, PRESIDENT.

Filed July 22, 1949.

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Assignee of the Mortgage filed in these proceedings respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Robert E. Priset and Ruth Priset, his wife, dated the 30th day of January, 1947, and recorded among the land Records of Anne Arundel County in Liber J.H.H. No. 400 folio 22, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Assignee of said mortgage, which assignment has been recorded among the aforesaid Land Records, after having given bond with approved security, and after having given notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily 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, July 19th, 1949, at eleven o'clock A.M., and then and there sold the said property to the First Federal Savings and Loan Association of Annapolis, at and for the sum of One Thousand Dollars ($1,000.00), it being then and there the highest bidder therefor, which property is as follows:

All that lot of ground situate at Woodland Beach, in the First Election District of Anne Arundel County, Maryland, and described as follows according to a plat and survey made by J. R. McCrone, Jr., Surveyor, in July, 1946, said plat recorded with a deed from Ellis L. Smith and Beulah L. Smith, his wife, to Howard D. Mull and Shirley P. Mull, his wife, dated July 24, 1946, and recorded prior hereto, to wit:

Beginning for the same at an iron pipe set where the south side of Woodsboro Place intersects the northeast side of Bay Ridge Road, as shown on Plat No. 1 of Woodland Beach,

recorded among the Plat Records of Anne Arundel County, and running from thence and with the south side of Woodsboro Place north 81 degrees 14 minutes 20 seconds east 193.5 feet to an iron pipe; thence leaving Woodsboro Place and running across Lots 309, 308, 307, 303, 304,and 305, as shown on the above mentioned plat and through the center of a well, south 62 degrees 05 minutes west 164.1 feet to a point on the northeast side of Bay Ridge Road; thence with same north 44 degrees 27 minutes 50 seconds west 65.58 feet to the place of beginning. Being known as House No. 306 Bay Ridge Road and all of lot 306 and part of lots 305, 304, 303, 307, 308 as shown on the Plat No. 1 of Woodland Beach. Being the same property which was conveyed to the said Robert E. Priset and Ruth Priset, his wife, by Ellis L. Smith and Beulah L. Smith, his wife, by deed dated the 30th day of January, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 400 folio 21. Said lots are improved by a two-room summer cottage.

And the said Assignee further reports that he has received from the said purchaser the deposit of $300.00 as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of saie, which are as follows:

TERMS IF SALE: A deposit of $300.00 will be required of the purchaser on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman, ASSIGNEE.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 19th day of July, 1949, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Assignee, as aforesaid, 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 22 July, 1949

ORDER NISI

ORDERED, this 22" day of July, 1949, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23" 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 23" day of August next. The report states the amount of sales to be One Thousand Dollars ($1,000.00).

John H. Hopkins, 3rd, CLERK.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk.

Filed 25 August, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 24, 1949

We hereby certify, that the annexed ORDER NISI- EQ. #9723-Sale-ROBERT E.PRISET was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of

August, 1949. The first insertion being made the 25th day of July, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

E.C. 8141. By R. L. Brown

Filed August 25, 1949

FINAL ORDER

ORDERED by the Court this 25th day of August, 1949 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown although due notice appears to have been given, as required by the Order Nisi passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, A. J.

Filed 25" August, 1949

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. September 1, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Robert E. Priset and Ruth Priset, his wife,

		in ac.
To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	58.00	108.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor- stating this account	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press- advertising sale	30.00	
Capital-Gazette Press - handbills & tax	9.69	
Capital-Gazette Press- order nisi (sale)	5.00	
Capital-Gazette Press,-Order Nisi (acct)	5.00	
National Surety Corporation-bond premium	10.00	
George W. Scible- auctioneer's fee	10.00	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.55	
Ruby W. Chaney-notary fees	1.00	
Clerk of Court- recording assignment	.75	72.54
To First Federal Savings & Loan Ass'n of Annapolis, Assignee of mortgage filed in these proceedings-this balance on account mortgage claim	794.96	794.96
		1,013.25
Amount of mortgage claim filed	1,212.22	
Cr. Amount allowed as above	794.96	
Balance subject to decree in personam	417.26	

Cx

with George E. Rullman, Assignee, Cr.

1949			
July 19	Proceeds of Sale	1,000.00	1,000.00
	Refund 1949 State and County taxes ($29.32-adjusted to 7/19/49)	13.25	13.25
			1,013.25

Filed 2" September, 1949

ORDER NISI

ORDERED, This 2" day of September, 1949, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, inless cause to the contrary be shown on or before the 4" 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 4" day of October next.

John H. Hopkins, 3rd, Clerk.

Filed 2 September, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 23, 1949

We hereby certify, that the annexed Order Nisi Eq. #9723-Auditor's Account-ROBT. E. PRISET 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 October, 1949. The first insertion being made the 3rd day of Sept. 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 9810 By R. L. Brown

Filed 7" October, 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 8th day of October, 1949, 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 thesame has been or may be received.

Benjamin Michaelson, A. J.

Filed 8 October, 1949

IN THE MATTER OF THE	:	EQUITY NO. 9724
MORTGAGED REAL ESTATE	:	IN THE
OF	:	CIRCUIT COURT
WILTON F. GARRETT and	:	FOR
PATRICIA R. GARRETT, his wife.	:	ANNE ARUNDEL COUNTY

: : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above styled foreclosure suit and file original mortgage and assignments herewith.

Charles F. Rechner, Jr.,

Geo. M. Mullen

Filed June 27", 1949

MORTGAGE

THIS MORTGAGE, Made this 10th day of April, in the year one thousand, nine hundred and forty-six, between WILTON F. GARRETT and PATRICIA R. GARRETT, 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 FIFTY-SEVEN HUNDRED AND TWENTY ($5720.00) Dollars, being part of the purchase money for the property hereinafter described on their forty-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 SEVENTY TWO DOLLARS and TWENTY FIVE CENTS ($72.25) on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, also premiums on life insurance 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 premiums, and of the sum of one dollar, the said Mortgagors do 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:

BEGINNING FOR THE same at the southeast corner of Charles and Mansion Roads and running thence easterly binding on the south side of Charles Road fifty-nine and twenty-four one hundreds feet thence southerly at right angles to Charles Road one hundred forty-nine and twenty-nine one hundredths feet to the center of an alley fourteen feet wide there laid out thence westerly along the center of said alley fifty feet more or less to the east side of Mansion Road and thence northerly binding on the east side of said road one hundred fifty feet to the place of beginning. Being known and designated as Lot No. 175 on Plat No. 3 of Linthicum Heights recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1 Section 3, folio 337..

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by LAND HOMES CORPORATION to WILTON F. GARRETT and PATRICIA R. GARRETT, 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, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the

yearly rent of $84.00; payable semi-annually in equal installments, on the first days of April and October in each and every year.

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payment 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 mortgaged 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. The Mortgagee, its successors, or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent, (6%) per annum from the date of said payment,and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage , and be included in any decree of foreclosure, or sale of this property; (5) to permit, commit or suffer no waste, impairment or deteroration 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 $200.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement,all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commission to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagor, for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be

required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS: Wilton F. Garrett (Seal)

Gertrude Lang Lyons. Patricia R. Garrett (Seal)

STATE OF MARYLAND, CITY OF BALTIMORE , to wit:

I HEREBY CERTIFY that on this 10th day of April, 1946, before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid,personally appeared WILTON F. GARRETT and PATRICIA R. GARRETT, 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.

Received for record April 16,1946,at 11:10 A.M. Liber J.H.H. No. 359,Folio 16.

SHORT ASSIGNMENT

FOR VALUE RECEIVED, we, THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., hereby assign, without recourse, the within Mortgage and Mortgage Debt unto CHARLES H.LITZINGER and ETHEL MAE LITZINGER, his wife,

AS WITNESS the hand of GEORGE H. JARBOE, President, and seal of said Corporation, duly attested, this 18th day of February, 1949.

ATTEST: THE AUGUSTA BUILDING AND LOAN ASSOCIATION,INC.,

Charles F. Kreuder, By George H. Jarboe, President.

Asst. Secretary. (CORPORATE SEAL)

Received for record March 16,1949,at 9:30 A.M.,recorded J.H.H. No. 359,folio 19.

John H. Hopkins, 3rd, Clerk.

SHORT ASSIGNMENT

The undersigned CHARLES H. LITZINGER and ETHEL MAE LITZINGER, his wife, hereby assign the within mortgage to GEORGE M. MULLEN, EQU. and CHARLES F. RECHNER, JR., ESQ., for the purpose of foreclosure.

AS WITNESS THE HANDS AND SEALS OF CHARLES H. LITZINGER and ETHEL MAE LITZINGER, his wife, this 6th day of June, 1949.

Witness: Charles H. Litzinger (SEAL)

J. F. Marshall Batcheler Ethel Mae Litzinger (SEAL)

Received for record 27 June,1949 at 2 P.M., Recorded J.H.H. No. 359,folio 19.

Filed 27 JUNE, 1949

STATEMENT OF MORTGAGE CLAIM

Amount due on First Mortgage to the Augusta Building and Loan Association, Inc.,

by Wilton F. Garrett and Patricia R. Garrett, his wife, mortgage dated April 10,1946, Short Assigned to Charles H. Litzinger & Wife on Feb. 18th,1949:-

On Principal of mortgage debt	$4,596.85
Advanced for fire insurance on mortgaged premises	19.60
Advanced for ground rent due April 1, 1949	42.00
Advanced for water and sewerage charge	15.53
Advanced for 1949 taxes	82.23
	$4,756.21
Interest due from 3/1/49 to 6/28/49 (on $4596.85)	89.64
Total	$4,845.85

STATE OF MARYLAND, CITY OF BALTIMORE

I HEREBY CERTIFY that on this 27th day of June 1949, before me, the subscriber, a Notary Public aforesaid, personally appeared Charles H. Litzinger and Ethel Mae Litzinger, his wife, the Assignors of the above mortgage for the purpose of foreclosure and made oath in due form of law that the foregoing statement of Mortgage Claim is true to the best of their knowledge, information and belief.

Charles H. Litzinger
Ethel Mae Litzinger

(NOTARIAL SEAL)

Bernadette Phillips,
Notary Public

Commission Expires May 7, 1951.

Filed June 27", 1949

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George M. Mullen and Charles F. Rechner, Jr., as Principals, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND ($8000.00) 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 30th day of June, 1949.

WHEREAS by virtue of a power of sale contained in a mortgage from Wilton F.Garrett and Patricia R. Garrett, his wife, to The Augusta Building and Loan Association, Inc., bearing date on or about the 10th day of April, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 359, folio 16, the said George M. Mullen and Charles F. Rechner,Jr., 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 George M. Mullen and Charles F. Rechner,Jr., Assignees, are about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden 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:
Emily Webster

George M. Mullen (SEAL)
Charles F. Rechner, Jr., (SEAL)

J.H.H. No. 66 Equity

(CORPORATE SEAL)

GLOBE INDEMNITY COMPANY, a body corporate,
By John H. Hopkins, IV, Attorney-in-Fact.

Filed, Approved and Recorded July 1st, 1949.

John H. Hopkins, 3rd, CLERK.

REPORT OF SALE

The Report of Sale of George M. Mullen and Charles F. Rechner, Junior, assignees for the purpose of foreclosure named to make sale of the leasehold property in the proceedings in said cause mentioned respectfully shows:

That after giving bond with security for the faithful discharge of the trust imposed in them which bond was duly approved and having given notice of the time, place, manner, and terms of the Sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, for more than twenty days preceding the day of the Sale, said George M. Mullen and Charles F. Rechner, Junior, assignees for purpose of for closure, did pursuant to said notice on the twenty-sixth day of July nineteen hundred forty-nine at three o'clock P.M. attend on the premises and there sold the property in the proceedings mentioned and described in said advertisement, a copy of which is attached hereto, upon the terms mentioned in said advertisement, to Herbert Kaufman for the sum of Five Thousand and Five Dollars, ($5,005.00), this being the highest bid for the property. George M. Mullen and Charles F. Rechner, Junior, assignees further report that the Sale was fairly made and the property sold for the most money that could be obtained for the same. All of which is respectfully submitted.

Geo. M. Mullen, Assignee
Charles F. Rechner, Jr., Assignee.

STATE OF MARYLAND , CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY this Fifth day of August, 1949, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared George M. Mullen and Charles F. Rechner, Junior, assignees for the purpose of foreclosure, and made oath that the matters and facts stated in the aforegoing Report of Sale are true, as therein set forth, to the best of their knowledge and belief, and that the Sale therein reported was fairly made.

As witness my hand and Notarial Seal.

(Notarial Seal) Philip B. Smith, Notary Public.

LEGAL NOTICES

GEORGE M. MULLEN, SOLICITOR,
1101 COURT SQUARE BUILDING
BALTIMORE 2 - MARYLAND.

CHARLES F. RECHNER, JR., SOLICITOR
100 St. Paul Street,
Baltimore 2, Maryland.

ASSIGNEES' SALE

OF VALUABLE LEASEHOLD BUNGALOW (Vacant)

Located on Southeast corner Charles & Mansion Roads. Known as Lot No. 175, Plat 3, Linthicum Heights, 5th District of Anne Arundel County.

Under and by virtue of the special power of sale contained in a mortgage from Wilton F. Garrett and Patricia R. Garrett, his wife, to the Augusta Building & Loan Association, Inc., dated April 10th, 1946, and recorded among the Land Records of Anne

Arundel County in Liber J.H.H. No. 359, folio 16 and duly assigned for the purpose of foreclosure; default having occurred under the terms of said mortgage the undersigned assignees will offer for sale at public auction on the premises on TUESDAY, JULY 26, 1949 at 3 P.M.. (Daylight Saving Time) the property in said mortgage described; the same being as follows:

Beginning for the same at the southeast corner of Charles and Mansion Roads; and running thence easterly binding on the south side of Charles Road, fifty nine and twenty four one hundredths feet; thence southerly, at right angles to Charles Road, one hundred and forty-nine and twenty-nine one-hundredths feet to the center of a fourteen foot alley there laid out; thence westerly, along the center of said alley, fifty meet, more or less, to the east side of Mansion Road; thence northerly, binding on the east side of said Road, one hundred and fifty feet to the place of beginning, being known and designated as Lot 175 on Plat 3 of Linthicum Heights, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 337, now Cabinet No. 2 Rod D-8,folio 337.

Sunject to the covenants, restrictions, conditions and provisions recorded among the Land Records of Anne Arundel County and particularly the restrictions contained in the deed from J. Chatles Linthicum and wife to James H. Ellis and wife dated November 14,1922, and recorded in Liber W.N.W. No. 64,folio 62; and the rights of the Gas & Electric Company of Baltimore under an agreement with J. Charles Linthicum dated April 11, 1921 and recorded in Liber W.N.W. No. 41,folio 93.

Subject to an annual ground rent of $84.00. Redeemable after due notice after April 10, 1951.

IMPROVEMENTS:- Frame two story bungalow containing living room, dining-room, kitchen, pantry, bath and two bedrooms on the first floor, also two bedrooms on the second floor. Front and rear porches. Hot water oil heat. Brick insulation siding. Storm windows and screens one car garage.

TERMS OF SALE- Cash deposit of $750.00 will be required at the time and place of sale, balance in cash upon ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from day of sale to day of settlement. All expenses, including special paving taxes, if any, to be adjusted to date of sale.

George M. Mullen, Assignee
Charles F.Rechner,Jr., Assignee
George M. Mullen, Assignee

Jy.21. A. J. Billig & Co., Aucts.

Filed August 9, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 26, 1949

We hereby certify, that the annexed Assignee's Sale- Wilton F. Garrett was published in MARYLAND GAZETTE & EVENING CAPITAL, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of July, 1949. The first insertion being made the 30th day of June, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,
BY R. L. Brown,

Filed August 9, 1949

CERTIFICATION

We hereby certify taht on 26th day of July, 1949, we sold at public auction for the highest price attainable to Herbert Kaufman the property described as follows:

Leasehold bungalow located at the South-East corner of Charles and Mansion Road

known as lot No. 176, Plat 3, Linthicum Heights, Fifth District of Anne Arundel County, Maryland, subject to an annual Ground Rent of $84.00, at and for the price of Five Thousand and Five Dollars ($5.005.00). In testimony whereof I have hereunto set my hand and seal this 8th day of August 1949.

A. J. Billig & Company (SEAL)

o o o o o o o o o o

I hereby certify that I purchased the above described property at and for the price of Five Thousand and Five Dollars ($5,005.00). In testimony whereof I have hereunto set my hand and seal this 8th day of August, 1949.

Herbert Kaufman (SEAL)

Filed April 9", 1949.

ORDER NISI

In the matter of the Sale of the Mortgaged Real Estate of Wilton F. Garrett and Patricia R. Garrett, his wife.

Ordered this 9th day of August, 1949, that the sale of the property mentioned in these proceedings made and reported by George M. Mullen and Charles F. Rechner, Junior, assignees, be ratified and confirmed unless cause to the contrary be shown on or before the 2nd day of Sept. 1949, Provided a copy of this order be inserted in some newspaper published in Anne Arundel County, Maryland, once in each of three successive weeks before 2nd day of Sept. 1949. The report states the amount of the Sale to be Five Thousand and Five Dollars ($5,005.00).

True Copy John H. Hopkins, 3rd, Clerk.

Test: John H. Hopkins, 3rd, Clerk.

Filed August 9, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 26, 1949

We hereby certify, that the annexed Order Nisi- Eq. #9724- WILTON F. GARRETT 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 September, 1949. The first insertion being made the 11th day of August, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 8991 By R. L. Brown.

Filed August 30, 1949

FINAL ORDER OF RATIFICATION OF SALE.

ORDERED by the Circuit Court for Anne Arundel County, Maryland, this 3d day of September, 1949, that the sale made and reported by George M. Mullen and Charles F. Rechner, Junior, assignees, be, and the same is hereby, finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the assignees are allowed the usual commissions and such proper expenses as they shall produce vouchers for to the auditor.

Benjamin Michaelson, JUDGE.

Filed Sept. 3", 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the

above entitled cause, and from them she has stated the within account, September 23,1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Wilton F. Garrett and Patricia R. Garret his wife,

		in ac.
To Assignees for Fee, viz:	200.00	
To Assignees for Commissions, viz:	181.30	381.30
To Assignees 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	33.00	
Capital-Gazette Press- galley proofs & tax	1.53	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press-order nisi (acct)	5.00	
The Sun - advertising sale	26.00	
Baltimore News-Post-advertising sale	9.00	
Globe Indemnity Co., bond premium	32.00	
A. J. Billig & Co.,-auctioneer's fee	105.08	
Clerk of Court- recording assignment	1.75	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	
Philip B. Smith- notary fees	1.00	224.86
To Assignees for Liens, viz:		
Ground rent-adjusted from 4/1/49 to 7/26/49	26.95	26.95
To Charles H. Litzinger and Ethel Mae Litzinger, his wife, assignees of the mortgage filed in these proceedings- this balance on account mortgage claim	4,419.38	4,419.38
		5,094.74
Amount of mortgage claim filed	4,845.85	
Interest on $4,596.85 from 6/28/49 to day of sale - 7/26/49	21.45	
Total due	4,867.30	
Cr. Amount allowed as above	4,419.38	
Balance subject to decree in personam	447.92	

with George M. Mullen and Charles F. Rechner,Jr., Assignees, CR,

1949

July 26 Proceeds of Sale	5.005.00	
Interest on deferred payment ($4.255.00) to 9/19/49	38.31	5,043.31
Refund 1949 State and County taxes ($82.23)-adjusted to 7/26/49)	35.17	

Refund 1949 water main and sewer benefit charge ($15.53) adjusted to 7/26/49)	9.60	
Fire Insurance premium ($19.60)-adjusted to 9/19/49)	6.66	51.43
		5,094.74

Filed October 1, 1949

ASSENT TO IMMEDIATE RATIFICATION OF AUDITOR'S ACCOUNT

TO THE HONORABLE THE JUDGE OF SAID COURT:

The undersigned, Wilton F. Garrett and Patricia R. Garrett, his Wife, Mortgagors, Charles H. Litzinger and Ethel Mae Litzinger, his wife, Assignees of Mortgage, Charles F. Rechner, Jr., and George M. Mullen, Assignees for purpose of Foreclosure and Herbert D. Kaufman, Purchaser at foreclosure sale, all being desirous of having the Auditor's Account in the above entitled cause ratified and confirmed forthwith, do hereby petition this Honorable Court to pass an Order to that end, and herewith consent to the passage of such Order in the premises.

Wilton F. Garrett
Patricia R. Garrett (Wife)
Charles H. Litzinger
Ethel Mae Litzinger (Wife)
Charles F. Rechner, Jr.,
Geo. M. Mullen
Herbert D. Kaufman

Filed October 1, 1949

FINAL ORDER RATIFYING AUDITOR'S ACCOUNT

Upon the aforegoing Petition, IT IS HEREBY ORDERED by the Circuit Court for Anne Arundel County this 1st day of October, 1949, that the AUDITOR'S ACCOUNT filed in these proceedings, be, and the same is hereby finally ratified and confirmed , and that the Assignees apply the proceeds accordingly.

Benjamin Michaelson, JUDGE

Filed 1" October, 1949

IN THE MATTER OF THE	:	No. 9676 EQUITY
MORTGAGED REAL ESTATE	:	IN THE
OF	:	CIRCUIT COURT
HAYWARD M. MAISEL and	:	FOR
NELLIE MAE MAISEL, his wife.	:	ANNE ARUNDEL COUNTY

: : : : :

Mr. Clerk: PURCHASE MONEY MORTGAGE as to $2000. J.D.Jr.

Please docket the above entitled cause and file the original mortgage herewith.

John Demyan, Jr.,
Attorney named in the Mortgage

FILED April 14", 1949

(Md. State Stamps $4.40)

MORTGAGE

THIS PURCHASE MONEY MORTGAGE , Made this 7th day of August, 1947, by and between

Hayward M. Maisel and Nellie Mae Maisel, his wife, hereinafter referred to as MORTGAGORS and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate of the State of Maryland, hereinafter referred to as MORTGAGEE,

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN I_I^A I_X_I^B I_I^C I_I^GI as herein indicated, and being the holder of -60- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $6,000.00 which is the par value of said shares of stock when fully paid up and completed in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all those lots of ground, situate, lying and being in Ferndale Farms, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot Nos. 463, 464, 465, 466, 467, 468, 469, 470, and 471 in Section "B" as shown on the Plat of Ferndale Farms recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod H, Plat 8.

BEING ALSO the same property which the Mortgagors acquired by deed dated August 7th, 1947; herewith and intended to be recorded immediately prior hereto.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective parts to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS. for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows: viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $30.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $30.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL Of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, That until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS' or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan,Jr.,its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first to the payment of all expenses of the sale, including a fee of fifth dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $6,000.00 and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of

to inure to the benefits of said MORTGAGEE, to the extent of its lien or claim hereinder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST: Hayward M. Maisel (Seal)

FRED W. KUETHE Nellie Mae Maisel (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of August, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Srundel County, personally appeared Hayward M. Maisel and Nellie Mae Maisel, his wife, and acknowledged the foregoing mortgage to be their act. And at the same time also appeared Joseph D. Groh, President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Fred W. Kuethe, Notary Public.

Recorded 8 Aug. 1947- at 12 M. Liber J.H.H. #423,fol.351.
Filed April 14, 1949
STATEMENT OF CLAIM

Advanced to Mortgage Loan	$4,500.00
1848 & 1949 Sanitary Assessment	31.38
Insurance	21.50
19 Months Interest	567.50
18 Months Fines	277.20
April 1949 Interest	38.50
Total amount due under Mortgage Account	5,436.08

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

(Corporate Seal)

By Fred W. Kuethe, Secretary.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY, that on this 11th day of April, 1949, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe.Secretary of the Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Amelia H. Tubman, Notary Public

Filed April 14", 1949

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, John Demyan,Jr., Attorney-Named-In-Mortgage, as Principal, and Globe Indemnity Company, a body corporate, of the State of New York, authorized to do 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 ($9,000.00) 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 17th day of May, 1949.

WHEREAS, by virtue of a power of sale contained in a mortgage from Hayward M. Maisel and Nellie Mae Maisel, his wife, to the Glen Burnie Savings and Loan Association, bearing date of August 7, 1947, the said John Demyan,Jr.,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 Demyan,Jr., is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, John Demyan, Jr., 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 thereon, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

John Demyan, Jr., (SEAL)

Katharine H. McCutchan.

Principal.

(CORPORATE SEAL)

GLOBE INDEMNITY COMPANY,a body corporate,

By John H. Hopkins, IV.,

Attorney-In-Fact.

Filed & Approved this 17" day of May, 1949.

John H. Hopkins, 3rd, Clerk.

Filed 17 May, 1949.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John Demyan, Jr., 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 Hayward M. Maisel and Nellie Mae Maisel, his wife, to the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated August 7th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 423, Folio 351, the said John Demyan, Jr., 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 Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and the law for such cases made and provided offered the property in said Mortgage described at public auction, at the Court House Door, City of Annapolis, State of Maryland; Tuesday, May 17, 1949, at 11 o'clock A.M.; subject to the balance due and the force and effect of Mechanic's Lien Proceedings filed in EQUITY NO. 9355, the amount of said balance was then so announced at the sale to be Thirty-One Hundred Twenty-Seven Dollars and Sixty-Five Cents,($3,127.65) and was then and there sold as advertised and announced to Glen Burnie Savings and Loan Association of Anne Arundel County, at and for the sum of $3,600.00 including therein the aforesaid balance on the Mechanic's Lien in No. 9355 EQUITY, BEING AT THAT FIGURE the highest bidder therefore, said property being the following:

All those lots of ground situate and lying at Ferndale Farms, Fifth Election

District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lots Nos. 463, 464, 465, 466, 467, 468, 469, 470 and 471 in Section "B", as shown on the Plat of Ferndale Farms, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod H, Plat 8.

BEING ALSO the same property which Hayward M. Maisel and Nellie Mae Maisel, his wife, acquired from Frankie Wilson, by deed dated August 7, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 423, Folio 349.

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.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

John Demyan, Jr., Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.-

I HEREBY CERTIFY, That on this 17th day of May, 1949; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., 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 Notarial Seal.

(Notarial Seal) William B. Clatanoff, Notary Public.

Filed May 19, 1949.

ADVERTISEMENT OF SALE

GEORGE W. SCIBLE AUCTIONEER

JOHN DEMYAN, JR., Attorney at Law

County Trust Bank Building, Annapolis, Maryland

MORTGAGE SALE OF VALUABLE FEE SIMPLE PROPERTY

Lots NOS. 463, 464, 465, 466, 467, 468, 469, 470 and 471, SECTION "B". PLAT OF FERNDALE FARMS, RECORDED IN PLAT CABINET NO. 1, ROD H. PLAT 8. PROPERTY LOCATED AT FERNDALE, FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND.

Under and by virtue of the power and authority contained in mortgage from Hayward M. Maisel and Nellie Mae Maisel, his wife, to the Glen Burnie Savings and Loan Association of Anne ArundelCounty, a body corporate, dated August 7th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 423, folio 351 (default having occurred thereunder) the undersigned, the attorney amned in mortgage, will sell at public auction at the Court House door, in the City of Annapolis, State of Maryland, on TUESDAY, MAY 17th, 1949 at 11:00 O'CLOCK A.M.

All those lots of ground situate and lying at Ferndale Farms, Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

Being known and designated as lots Nos. 463, 464, 465, 466, 467, 468, 469, 470 and 471 in Section"B" , as shown on the plat of Ferndal Farms, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod H, Plat 8.

Being also the same property which Hayward M. Maisel and Nellie Mae Maisel, his wife, acquired from Frankie Eilson by deed dated August 7th, 1947, and recorded among the Land

Records of Anne Arundel County in Liber J.H.H. 423, folio 349.

IMPROVEMENTS: Consist of a one story unfurnished ranch type house.

TERMS OF SALE: A cash deposit of $500.00 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 at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale. This property is being sold subject to the balance due and the force and effect of Mechanics' Lien Proceedings filed in Equity No. 9355, the amount of which will be announced at the time and place of sale.

JOHN DEMYAN, JR.,

Attorney Named in Mortgage.

AUCTIONEER'S CERTIFICATE

THIS IS TO CERTIFY, That I have this 17th day of May, in the year 1949, sold the property described by said advertisement in the Fifth Election District of Anne Arundel County, and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 423, folio 349, at and for the sum of $3,600.00; this to include $3,127.65 due on Mechanic's Lien in No. 9355 Equity, to Glen Burnie Savings and Loan Association of Anne Arundel County, it being then and there the highest bidder for said property.

G. W. Scible, Auctioneer.

Filed May 19, 1949

PURCHASER'S AGREEMENT

Annapolis, Maryland, May 17, 1949

I HEREBY CERTIFY, That we have this 17th day of May, in the year 1949, purchased from John Demyan, Jr., Attorney named in Mortgage, the property situated in the Fifth Election District of Anne Arundel County, and described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 423, folio 349, at and for the sum of $3,600.00, this to include $ 3,127.65 due on Mechanic's Lien in No. 9355 EQUITY, AND we agree to comply with the terms of sale.

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, a body corporate
By Fred W. Kuethe, Purchaser.
Secretary-Treas.

Filed May 19, 1949

ORDER NISI

ORDERED, this 19" day of May, 1949, That the sale of the property mentioned in these proceedings made and reported by John Demyan, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20" 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 20" day of June next.

The report states that the amount of sales to be $3,600.00.

John H. Hopkins, 3rd, Clerk.

Filed 27 July, 1949

J.H.H. No. 66 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 28, 1949

We hereby certify, that the annexed Order Nisi- Sale, Eq. #9676-Hayward M. Maisel, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of June, 1949. The first insertion being made the 26th day of May, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 103 By R. L. Brown,

Filed July 27, 1949

FINAL ORDER

ORDERED BY THE COURT, This 27th day of July, 1949, 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 causel and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

Filed July 27, 1949

PETITION TO ALLOW CLAIM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Glen Burnie Savings and Loan Association of Anne Arundel County, by Noah A. Hillman and John Demyan, Jr., its Solicitors, respectfully shows:

1. That your Petitioner is the holder of a mechanics lien on the property mentioned in this proceeding, having acquired the same by assignment as set forth in certain mechanics lien proceedings in this Court, No. 9355 Equity (Lawrence A. Bayne vs Hayward M. Maisel,et al) in the amount of $3,127.65._

2. That the aforesaid sum of $3,127,65 is due your Petitioner by reason of its payment of the sum of $2,900.00 plus accrued interest from May 21, 1948, to the original holder of same, Lawrence A. Bayne; that in addition thereto, and included within the amount of $3,127.65, your Petitioner paid certain costs in said case of Bayne vs Maisel, in accordance with an Order of Court, it is entitled to be reimbursed.

3. That said mechanics lien is a prior lien to the Mortgage in this case.

WHEREFORE, your Petitioner prays the Court to authorize and direct the Court Auditor of this Court to allow it the aforesaid sum of $3,127.65 before allowing the Mortgage claim.

AND, as in duty bound, etc.

Noah A. Hillman

John Demyan, Jr.,

SOLICITORS FOR PETITIONER.

Filed August 20, 1949

ORDER OF COURT.

ORDERED, this 22nd day of August, 1949, by the Circuit Court for Anne Arundel County, in Equity, that the Court Auditor allow to the Glen Burnie Savings and Loan Association of Anne Arundel County the sum of $3,127.65 prior to allowing the Mortgage claim in this case; subject to usual exceptions.

Benjamin Michaelson, JUDGE

Filed August 22, 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. August 25,1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Hayward M. Maisel and Nellie Mae Maisel, his wife, in ac.

To Attorney for Fee viz:		50.00	
To Attorney for Commissions, viz:		138.00	188.00
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		9.00	37.75
To Attorney for Expenses, viz:			
Capital-Gazette Press- advertising sale		25.50	
Capital-Gazette Press- handbills and tax		9.69	
Capital-Gazette Press- order nisi (sale)		5.00	
Capital-Gazette Press- order nisi (acct)		5.00	
Globe Indemnity Co.-bond premium		28.00	
George W. Scible-Auctioneer's fee		20.00	
One-half Federal revenue stamps		2.20	
One-half State revenue stamps		2.20	
Wm. B. Clatanoff - notary fee		.50	98.09
To Attorney for Taxes, viz:			
1948 State and County taxes, viz:		19.68	
1949 State and County taxes ($8.09-adj.)		3.71	23.39
To Attorney for Claims Filed, viz:			
Glen Burnie Savings & Loan Ass'n of Anne Arundel County, Assignee-in full for amount paid Lawrence A. Bayne for assignment of Mechanics' Lien, as set forth in #9355 Equity,as per order of 8/22/49, viz:			
Debt	$ 2,900.00		
Interest from 5/21/48	199.65		
Court costs	28.00	3,127.65	3,127.65
Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee-this balance on account mortgage claim		134.94	134.94
			3,609.82

Amount of mortgage claim filed	5,436.08
Cr. Amount allowed as above	134.94
Balance subject to decree in personam	5,301.14

with John Demyan, Jr., , Attorney named in Mortgage Cr,

1949

May 17	Proceeds of Sale	3,600.00	3,600.00
	Refund 1949 water and sewer benefit charges ($18.13-adj. 5/17/49)	9.82	9.82
			3,609.82

Filed 25 August, 1949

ORDER NISI

ORDERED, This 25" day of August, 1949, 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 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.

True Copy,TEST: John H. Hopkins,3rd,Clerk. John H. Hopkins, 3rd, Clerk.

Filed 25 August, 1949

CERTIFICATE OF PUBLICATION.

Annapolis, Md. Oct. 11, 1949

We hereby certify, that the annexed Order Nisi, Eq.,#9676, Auditor's Account-Hayward M. Maisel and Nellie Mae Maisel, his wife, was published in MARYLAND GAZETTE, A NEWSPAER published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of Sept. 1949. The first insertion being made the 8th day of Sept. 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

Filed 17 October, 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 18th day of October, 1949, 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.

Benjamin Michaelson, A. J.

Filed October, 18", 1949.

IN THE MATTER OF THE SALE	:	No. 9748 Equity
OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
STANLEY A. JACKSON and	:	FOR
ELSIE M. JACKSON, HIS WIFE.	:	ANNE ARUNDEL COUNTY

: : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket this suit, file the original mortgage and Statement of Mortgage Debt.

George E. Rullman,

Attorney Named in Mortgage.

Filed July 28, 1949

MORTGAGE

(MD. STATE STAMPS $1.10)

Purchase money	$3700.00
Subject to tax	1300.00

THIS MORTGAGE, Made this seventh day of January, in the year one thousand, nine hundred and forty-eight, Between Stanley A. Jackson and Elsie M. Jackson, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Five Thousand ($5,000.00) 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 five per cent. (5%) per annum in the manner following:

By the payment of Sixty ($60.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of February, 1948, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in considaration of the premises and the sum of one dollar, the said Stanley A. Jackson, and Elsie M. Jackson, his wife, do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

All that lot and part of a lot situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lot Number Three Hundred and Twelve (312) and the adjoining West one-half of Lot Number Three Hundred and Eleven (311), as shown on the plat entitled "Circle Park Addition to Sylvan Shores, Maryland", dated June 21, 1932, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-2, Plat No. 1.

Being the identical property conveyed to the within named Mortgagors by Carl W. Riddick and Flossie S. Riddick, his wife, by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior to 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 therein, 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 additiona; 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 an 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 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 the covenants or conditions of this mortgage, to sell the hereby mortgage property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sales as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors, for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, 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 coveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

WITNESS: Stanley A. Jackson, (SEAL)
Ruby W. Chaney Elsie M. Jackson (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of January, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Stanley A. Jackson and Elsie M. Jackson, 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, amd 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.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney,
Notary Public.

Recorded Jan. 14th.1948 at 9:00 A.M.,Liber J.H.H. No. 451,Folio 282.

Filed July 28", 1949

STATEMENT OF MORTGAGE DEBT.

Balance due on principal	$4,758.55
Interest	39.74
Total	$4,798.29

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28th day of July,1949, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings & Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) RUBY W. CHANEY, NOTARY PUBLIC.

Filed July 28", 1949

B O N D

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, 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 Five Thousand ($5,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made 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 the 29th day of July, in the year of our Lord 1949.

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from Stanley A. Jackson and Elsie M. Jackson, his wife, to First Federal Savings Loan Association of Annapolis, Md., bearing date the 7th day of January, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 451 Folio 282,and George E. Rullman 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 fiathfully 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 remained 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

Janet Schnoor — George E. Rullman, (SEAL)

As to Surety — NATIONAL SURETY CORPORATION

Rose M. Bausch — BY H. Cookman Hindes,

(Corporate Seal) — Attorney-in-Fact.

Bond Approved, John H. Hopkins, 3rd, Clerk.

Filed August 2, 1949

CERTIFICATE OF AUCTIONEER,

GEORGE W. SCIBLE — AUCTIONEER

PUBLIC SALE OF VALUABLE REAL ESTATE

SITUATE AT SYLVAN SHORES, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Stanley A. Jackson and Elsie M. Jackson, his wife, dated the 7th day of January, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 451, folio 282, 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, AUGUST 23, 1949 at 11:00 o'clock A.M.

The property described in said mortgage, namely:

All that lot and part of a lot situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and being known and designated as lot No. three hundred and twelve (312) and the adjoining west one-half of lot No. three hundred and eleven (311), as shown on the plat entitled "Circle Park Addition to Sylvan Shores, Maryland", dated June 21, 1932, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-2, Plat No. 1. Being the same property which was conveyed to the said Stanley A. Jackson and Elsie M. Jackson, his wife, by Carl W. Riddick and Flossie S. Riddick, his wife, by deed dated the 7th day of January, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 451, folio 280.

Said lots are improved by a five-room and bath cottage, with all modern conveniences including hot water heat (oil), and garage.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

George E. Rullman,

Attorney named in Mortgage.

Lee Bldg., Annapolis, Md.

Filed August 24, 1949

AUCTIONEER'S CERTIFICATE AND PURCHASER'S AGREEMENT

August 23, 1949

I hereby certify that I have this 23rd day of August, 1949, sold the within described property to First Federal Savings & Loan Association of Annapolis at and for the sum of Three Thousand Five Hundred Dollars ($3500) being at that figure the highest bidder therefor, and further certify that the said sale was fairly made.

Geo. W. Scible, AUCTIONEER

We hereby certify that we have this 23rd day of August, 1949, purchased the within described property from George E. Rullman, Attorney, at and for the sum of Three Thousand Five Hundred ($3500) Dollars, and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

ATTEST: FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF ANNAPOLIS

Iola P. Anderson, SECRETARY. By T Roland Brown, PRESIDENT.

Filed August 24, 1949

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E Rullman, Attorney named in Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Stanley A. Jackson and Elsie M. Jackson, his wife, dated the 7th day of January, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 451, folio 282, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, 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 daily 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, August 23rd, 1949, at eleven o'clock A.M., and then and there sold the said property to the First Federal Savings and Loan Association of Annapolis, at and for the sum of Three Thousand Five Hundred Dollars ($3,500.00), it being then and there the highest bidder therefor, which property is as follows:

All that lot and part of a lot situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lot No. 312 and the adjoining west one-half of Lot No. 311, as shown on the plat entitled "Circle Park Addition to Sylvan Shores, Maryland", dated June 21, 1932, and filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-2, Plat No. 1. Being the same property which was conveyed to the said Stanley A. Jackson and Elsie M. Jackson, his wife, by Carl W. Riddick and Flossie S. Riddick, his wife, by deed dated the 7th day of January, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 451 folio 280.

Said lots are improved by a five room and bath cottage, with all modern conveniences including hot water (oil) heat, and garage.

And the said Attorney further reports that he has received from the said purchaser

the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale which are as follows:

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman, ATTORNEY NAMED IN MORTGAGE.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 23rd day of August, 1949, before the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, as aforesaid, 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 August 24, 1949

ORDER NISI

ORDERED, this 24" day of August, 1949, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states the amount of sales to be Three Thousand Five Hundred Dollars (#3,500.00).

John H. Hopkins, 3rd, Clerk.

Filed August 24, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 23, 1949

We hereby certify, that the annexed Order Nisi-Sale Eq., #9749 -STANLEY A. JACKSON, 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 Sept. 1949. The first insertion being made the 26th day of August, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E. C. 1633 By R. L. Brown.

Filed September 27", 1949

FINAL ORDER

ORDERED by the Court this 27th day of September, 1949, 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.

BENJAMIN MICHAELSON, Judge.

Filed September 27, 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. September 30,1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Stanley A.Jackson and Elsie M. Jackson, his wife, in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	135.00	185.00
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	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	21.00	
Capital-Gazette Press- handbills & tax	9.69	
Capital-Gazette Press- Order nisi (sale)	5.00	
Capital-Gazette Press - Order nisi (acct)	5.00	
National Surety Corp.-bond premium	20.00	
George W. Scible - auctioneer's fee	15.00	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.92	
Ruby W. Chaney - notary fees	1.00	80.54
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee-this balance on account mortgage claim	3,208.15	3,208.15
		3,511.44
Amount of mortgage claim filed	4,798.29	
Cr. Amount allowed as above	3,208.15	
Balance subject to decree in personam	1,590.14	
with George E. Rullman, Attorney named in Mortgage		Cr.
1949 , Aug. 23.		
Proceeds of Sale	3,500.00	3,500.00
Refund 1949 State and County taxes ($32.29)-adjusted to 7/23/49)	11.44	11.44
		3,511.44

Filed 30 September, 1949

ORDER NISI

ORDERED, This 30" day of September, 1949, 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 31" 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 31" day of October next.

John H. Hopkins, 3rd, Clerk.

Filed 30 September, 1949

J.H.H. No. 66 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1949

We hereby certify, that the annexed ORDER NISI- EQ.,#9748 Sale -AUDITOR'S ACCOUNT-Stanley A. Jackson was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of October, 19__. The first insertion being made the 1st day of October, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 5337.

By R. L. Brown

Filed 1 November, 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 1st day of November, 1949, 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.

Benjamin Michaelson , A. J.

Filed November 1st, 1949.

AUGUST W. SCHNEPFE, ASSIGNEE,	:	NO. 4611 EQUITY
vs	:	IN THE CIRCUIT COURT
THE TRUSTEES OF THE MOUNT	:	
PISGAH BAPTIST CHURCH OF	:	FOR
ANNE ARUNDEL COUNTY,MARYLAND,	:	ANNE ARUNDEL COUNTY
A CORPORATION.	:	

: : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case.

August W. Schnepfe, Assignee

Filed 16 December, 1921

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this Twentieth day of July in the year one thousand nine hundred and Twenty one, by and between The Trustees of the Mount Pisgah Baptist Church of Anne Arundel County Maryland a Corporation of the county of Anne Arundel in the State of Maryland, Mortgagor, and the Commercial Building Loan and Savings Association a body corporate, duly incorporated, Mortgagee. Whereas the said The Trustees of the Mount Pisgah Baptist Church of Anne Arundel County, Maryland being members of the said body corporate, have received therefrom an advance of One thousand Dollars on their ten 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 The Trustees of the Mount Pisgah Baptist Church of Anne Arundel County, Maryland do grant unto the Commercial Building Loan and Savings Association and its assigns, all that lot of ground of ground situate and

and lying in the Anne Arundel County, State Aforesaid, and described as follows:

BEING ALL THAT LOT OF GROUND which is designated and known as Lot No. Eight on a plat filed with a Deed from Henry Mundel Trustee to Julia Burley bearing date of March the fifth, 1906 and which is recorded in Liber G. W. No. 49 Folio 24 one of the Land Records of Anne Arundel County.

BEING THE SAME LOT OF GROUND that was conveyed by Et. Al. Trustees for the Congregation of Mount Pisgah Baptist Church to the Grantor, which deed bears date of July the , 1921.

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 Commercial Building Loan and Savings Association of Baltimore City, and successors and its assigns during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of in fee Simple.

If, However, the said Mortgagor shall make the payments and perform the covenants on its part herein contained, then this Mortgage shall be void.

And the said The Trustees of the Mount Pisgah Baptist Church of Anne Arundel County, for itself, its for Successors, heirs, executors, administrators and assigns, covenant with the said The Commercial Building Loan and Savings Association, of Baltimore City. and its assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, or its Assigns the sum of one dollars on each of its ten shares of Stock at each Weekly meeting of the Association as dues and the sum of twelve cents at each Weekly meeting of the said Association on each of its ten shares of Stock as interest, 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 it by the said Mortgagee in accordance with its act of incorporation, Constitution and By-Laws, and to keep the improvements on the said ground 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 said Mortgagor or it_ assigns, may retain possession of the mortgaged property.

AND it shall be lawful for the said The Commercial Building Land and Savings Association, of Baltimore City, its successors and assigns, or August W. Schnepfe 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 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 Mortgagor its Successors ,its or assigns, or to whoever may be entitled to the same.

WITNESS the hand of Alferd F. Johnson the President of the Trustees of the Mount Pisgah Baptist Church of Anne Arundel County, Maryland and the said Corporate Seal.

J. Abner Sayler

THE TRUSTEES OF THE MOUNT PISCAH BAPTIST CHURCH OF ANNE ARUNDEL COUNTY MARYLAND (SEAL)

THE Trustees of the Mount Pisgah Baptist Church of Anne Arundel County, Maryland

(SEAL)

Alfred A.F. Johnson (SEAL)
President

STATE OF MARYLAND, Baltimore City County, to wit:

I Hereby Certify, that on this twentieth day of July in the year of one thousand nine hundred and twenty one before me, A Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Alferd F.Johnson,President of the Trustees of the Mount Piscah Baptist Church of Anne Arundel County, Maryland, the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be the act of the said Body Corporate. At the same time also appeared Samuel A. Katz the President of the Commercial Building Loan and Saving Association the 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.

WITNESS my hand and Notarial Seal.

(Notary Seal) J. Abner Sayler, Notary Public

Recorded 8 August 1921,at 9 A.M., in Liber W.N.W. No 42,Folio 490.

Filed 16 Dec. 1921

ASSIGNMENT

FOR VALUE Received the Commercial Building Loan and Savings Association of Baltimore City, does hereby assign the Within Mortgage to August W. Schnepfe for the Purpose of Foreclosure.

WITNESS the Hand of Samuel A. Katz the President of the Commercial Building Loan and Savings Association of Baltimore City and the Corporate Seal.

Seal. Samuel J. Katz, (SEAL)

(Corporate Seal) President.

Test: 6 Filed 16 Dec. 1921. W.N.W. No. 42, folio 492.

BOND

KNOW ALL MEN BY THESE PRESENTS: That we AUGUST W. SCHNEPFE and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of TWO THOUSAND AND NO/100 Dollars to be paid to the said State, or its certain Attorney, to which payment,well and truly to be made and done, we bind ourselves, and each of us, our, and each of our [illegible], Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this third day of December in the year nineteen hundred and twenty-three.

WHEREAS, the above bounden AUGUST W. SCHNEPFE by virtue of the power contained in a mortgage from the Trustees of the Mount Pisgah Baptist Church of Anne Arundel County bearing date the twentieth day of July nineteen hundred and twenty-one and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 42, folio 490, and said August W. Schnepfe 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 August W. Schnepfe 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
L. W. Kennedy
Attest:
Wm. J. Joyce.

August W. Schnepfe (SEAL)
NEW AMSTERDAM CASUALTY COMPANY
By L. W. Kennedy
Attorney-in-Fact
(Corporate Seal)

Filed and Approved 4 Dec. 1923.

Wm. N. Woodward, Clk.

STATEMENT OF MORTGAGE DEBT

Amount due on Capital	$902.30	
56 Weeks Interest	67.20	
52 Weeks Fines	25.00	
		995.50

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 29th day of December in the year nineteen hundred and twenty three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Samuel A. Katz the President of the Commercial Building Loan and Savings Association of Baltimore City the plaintiff in the above entitled case, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Notary Seal) Emma A. Murath _____

Filed 4 Dec. 1923

REPORT OF SALE

TO THE HONORABLE JUDGE OF SAID COURT:

The Report of Sale of August W. schnepfe the Assignee of the Mortgage filed in the above entitled cause for the purpose of the sale of the Property in said Mortgage described in case of Default respectfully shows:

That the said Mortgage being in default and having given bond with Surety duly approved and having advertised the said property in the mortgaged mentioned for sale in the Maryland Gazette a News Paper Published at Annapolis once a week for more than three weeks before the day of Sale thereby giving notice of the Time place terms and manner of sale he offered all that lot of Ground which is known and designated as Lot Number Eight on the Plat filed with a deed from Henry Mundel Trustee to Julia Burley bearing date of March the fifth, 1906 and which is recorded in Liber G.W. No. 49 folio 24 one of the Land Records of Anne

Arundel County being the Lot Mentioned in the Mortgage for sale at the Court house door in the City of Annapolis on the fourth day of December, 1923 at eleven A.M. and then and there sold the said Property at Public Sale to Joseph Kimmel of the City of Baltimore, for one thousand dollars he being then and there the Highest Bidder therefore and the said Assignee files herewith A copy of the Advertisement that appeared in the Maryland Gazette.

August W. Schnepfe, Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE; TO WIT:

I,HEREBY CERTIFY, that on this Seventeenth day of December, 1923 before me the Subscriber a Notary Public of the State of Maryland in and for the City of Baltimore Personally appeared August W. Schnepfe the assignee of the Mortgage in the above entitled case and he made oath in due form of Law that the matters and facts contained in the Within report of Sale are true to the best of his Knowledge and Be-Lief, and that the sale was Bone Fide made for the most money that could be obtained for the property.

WITNESS my hand and Notarial Seal.

(SEAL)
(NOTARIAL)

Emma A. Murath, Notary Public

Filed 26 Dec. 1923

ORDER NISI

ORDERED by the Circuit Court of Anne Arundel County, this 26th day of December 1923, that the report of the sale of the property mentioned in these proceedings made and reported by August W. Schnepfe Assignee of Mortgage for the purpose of Foreclosure be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30 day of January, 1924, provided a copy of this Order be inserted in some daily Newspaper printed in Anne Arundel County once a Week for three successive weeks before the 30 Day of January Next.

The report states the amount of sale to be one Thousand Dollars.

Wm. N. Woodward, Clerk.

Filed 26 Dec. 1923.

ORDER NISI

ORDERED this 26th day of December,1923, that the sale of the property mentioned in these proceedings, made and reported by August W. Schnepfe, Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 30th DAY OF JANUARY, 1924; Provided 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 January, next. The report states the amount of sales to be $1,000.00

Wm. N. Woodward, Clerk

True Copy Test:

WM N. WOODWARD, Clerk. J10

Filed 26 Dec. 1923.

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1924.

I Hereby certify that the annexed Order Nisi-August W. Schnepfe,vs Trustees of Pisgah Baptist Church of Anne Arundel Corporation #4611 Equity was published in THE MARYLAND GAZETTE a newspaper published in the City of Annapolis, once a week for 3 successive

weeks before the 30th day of January, 1924. The first insertion being made the 27 day of December, 1923.

Burleigh C. Fooks, Publisher,

Per J. Taylor

Filed 7 March, 1924.

ORDER OF COURT.

ORDERED, by the Circuit Court of Anne Arundel County, this Day of 13th, ___, 1923, that the sale made and reported by August W. Schnepfe aforesaid be and the same is finally Ratiried 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 is allowed the usual Commissions and such proper expenses as he shall produce Vouches for the Auditor.

Robert Moss, A. J.

Filed March 13, 1924

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

In stating this account the Auditor has allowed the mortgage claim as filed by the Assignee. The balance due on principal is $905.00, interest is charged for 56 weeks amounting to $67.50 and fines $25.00. Six per cent would only amount to $45.70. In Stewart vs W.B. and L Assn. appealed from this Court, the Court of Appeals said that only 6 per cent would be allowed nor would fines be allowed unless the mortgagor received at dividend paying period the same dividend as was paid to non-borrowing members. The Auditor is confronted by numerous similar accounts from Baltimore Building Ass'n, and when he fails to approve their accounts he is criticised and hence he asks the Court's instruction in similar cases.

All of which is respectfully submitted.

James W. Owens, Auditor.

P.S. Upon further consideration the auditor has only allowed the mortgagee six per-cent interest and no fines in conformity to the decisions of the Court of Appeals.

Dr. Mortgaged Real Estate of the Trustees of the Mount Pisgah Baptist Church of Anne Arundel County, a corporation

		in ac.
To the trustee for his commissions	58.00	
Fee allowed in mortgage	50.00	108.00
To the assignee for court costs, viz		
Solicitor for plaintiff	10.00	
Clerk of Court	10.60	
Premium on bond	10.00	
Auditor	9.00	39.60
To the assignee for Expenses viz		
Wm. H. M. Auctioneer	10.00	
Capital Gazette Adv'g sale (inc.or.nisi)	22.75	
Maryland Gazette Adv'g. sale	17.75	
Order nisi on auditor's account	5.00	55.50

Balance for distribution to be paid to mortgagee		796.90
		$ 1000.00
Balance for distribution	796.90	
Mortgage debt and interest of Commercial Bldg. & Loan Asso. of Balt.	948.30	
Amount allowed supra	796.90	
Balance subject to decree in personem	151.40	
With August W. Schnepfe Assignee		Cr.
Proceeds of sale of real estate		1000.00
	151.40	1000.00

Filed 20 June, 1924

ORDER NISI

ORDERED, This 20th day of June, 1924, That the Report and Account of the Auditor, filed this day in the above entitled cause Be Ratified and Confirmed, unless cause to the contrary be shown on or before the 21st day of 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 21st day of July next.

Wm. N. Woodward, Clerk.

Filed 20 June, 1924.

Copies referred to in Report of Auditor

RACHEL CATHARINE BASIL	:	No. 1619 Equity
WASHINGTON D. BASIL,	:	IN THE
her husband,	:	CIRCUIT COURT
VS.	L	FOR
CATHARINE GRAMMAR.	:	ANNE ARUNDEL COUNTY.

B I L L .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE BILL of Complaint of Rachel Catharine Basil and Washington D. Basil, her husband, of Annapolis, Maryland, respectfully shows:

I. That in the year 1817 and for many years previous thereto, a certain Frederick Grammar was seised and possessed of the land hereinafter mentioned, and by his last will and testament of said date devised the same to be sold and the proceeds of sale equally divided amongst his children, who were (1) Elizabeth Bohrer. (2) John A. Grammar, and (3) Mary Mayer, as will appear by reference to a certified copy thereof herewith filed, Exhibit A.

2. That said Frederick Grammar departed this life sometime in the year 1818, leaving said will and testament, which was duly admitted to probate in the Orphans Court of Anne Arundel County, and also leaving a large and valuable real estate, among which was the property mentioned in these proceedings, and also leaving the above named children, his devisees in respect to the said property hereinafter more particularly described.

3. That on the 31st day of May, 1855, the said Elizabeth Bohrer conveyed all her interest in said lands to a certain Gottlieb I.Grammar, by deed recorded in land records of Anne Arundel County in Liber N.H.G. No. 4, fol. 507. And the said John A. Grammar, the only son of said Frederick Grammar (the testator) being dead, two of his four heirs, namely, (1) Mary E. West and Charles, her husband, Ann H. Prince and Isaac, her husband, and the trustee in insolvency, Neilson Poe , of a third heir of said John A. Grammar, namely John A. Grammar Junior, conveyed all their interest in said lands on the 7th day of June, 1855 to said Gottlieb I. Grammar by deed recorded in said land records in liber N.H.G. No. 4, folio 558. But the interest of the fourth heir of said John A. Grammar, Senior, in said lands, was never conveyed to said Gottlieb I. Grammar, nor to any other person, but is still outstanding in the Catharine Grammar, the fourth heir of said John A.Grammar, deceased. And the said Mary Mayer being dead, her heirs at law, namely, Henrietta E.Emmons , (by deed of June 7, 1855, recorded as aforesaid in liber N.H.G. No. 4,folio 558), Louisa Hanna and husband, (by deed of 19 May, 1856 recorded as aforesaid in Liber N.H.G. No. 5,folio 463). Ernestine Mayer (by deed of 30 January, 1856 recorded as aforesaid in liber N.H.G. No. 5, folio 476, and Henry F. Mayer and wife (by deed of 13 June 1857 recorded as aforesaid in liber N.H.G. No. 6, folio 412,) conveyed all their interests in said land to said Gottlieb I. Grammar, and thus by the conveyances aforesaid was completed in said Gottlieb I. Grammar the title to said property. except as to the still outstanding interest of said Catharine Grammar, as will appear by reference to certified copies of aforesaid,deeds herewith filed, marked "Exhibits B. C. D. E. F." .

4. That the property in question consists of that lot of ground in Annapolis, on the south side of Duke of Gloucester Street, which is described on the plat and survey thereof herewith filed and marked "Exhibit H", and fronting on said Duke of Gloucester Street one hundred and two feet, nine and one half inches (102 ft. 9½ in.).

5. That the said Gottlieb I. Grammar being so seised and possessed of the aforesaid land

in common with the said Catharine Grammar, departed this life intestate, unmarried and childless, and the said property was sold under the decree of this Court passed on the 31st day of May 1858 for partition among the heirs at law of said Gottlieb I. Grammar, under which decree a certain James W. Hunter was appointed trustee to make sale of said property, and in execution of said decree the said trustee sold said property to Charlotte C. Hunter, which said sale was duly reported to and ratified by this Court, as will appear by reference to the proceedings in the case of James W. Hunter, et al., vs Wallis Nichols, et al, duly recorded among the equity records of this Court in Liber N.H.G. No. 6, folio 374 et seq., and which proceedings are hereby invoked into this cause; and which said property was afterwards conveyed by said James W. Hunter, trustee, to Charlotte C. Hunter, by deed dated the 29th day of January, 1861 and recorded among the land records of Anne Arundel County in Liber N.H.G. No. 10, fol. 19, a certified copy whereof is herewith filed marked "Exhibit G."

6. That the said Charlotte C. Hunter, so seised and possessed of the said property, departed this life sometime in the year 1885 leaving a last will and testament, a copy whereof is herewith filed marked Exhibit "I", whereby she devised the aforesaid property to your oratrix, Rachel Catharine Basil, wife of Washington D. Basil, of Annapolis, Md., who now holds the same in common with the said Catharine Grammar; the said Catharine being entitled to one undivided one twelfth interest therein; that the said Catharine does not reside in the State of Maryland. That your orators do not know where the said Catharine Grammar resides, nor whether she is living or dead; and if dead, your orators do not know who are her heirs at law, nor where they reside, nor whether or not she left a last will and testament, or husband surviving her.

7. That said property is not susceptible of partition without loss and damage to the said Catharine or her heirs, as her share thereof would be too small to be enjoyed in severalty; and your orators are therefore entitled to have the land sold and the proceeds of sale divided amongst the parties entitled; but if said lands be found to be susceptible of partition without loss and injury to the parties to this suit, then your orators are entitled to have partition thereof under the direction of this Court.

To the end, therefore:

1. That your orators may have partition of said property, if the same be found to be susceptible of advantageous partition;

2. And that your orators may have a decree for the sale of said land for partition, if the same be found not to be susceptible. of advantageous partition and-

3. That your orators may have such other and further relief in the premises as their cause and equity may require:

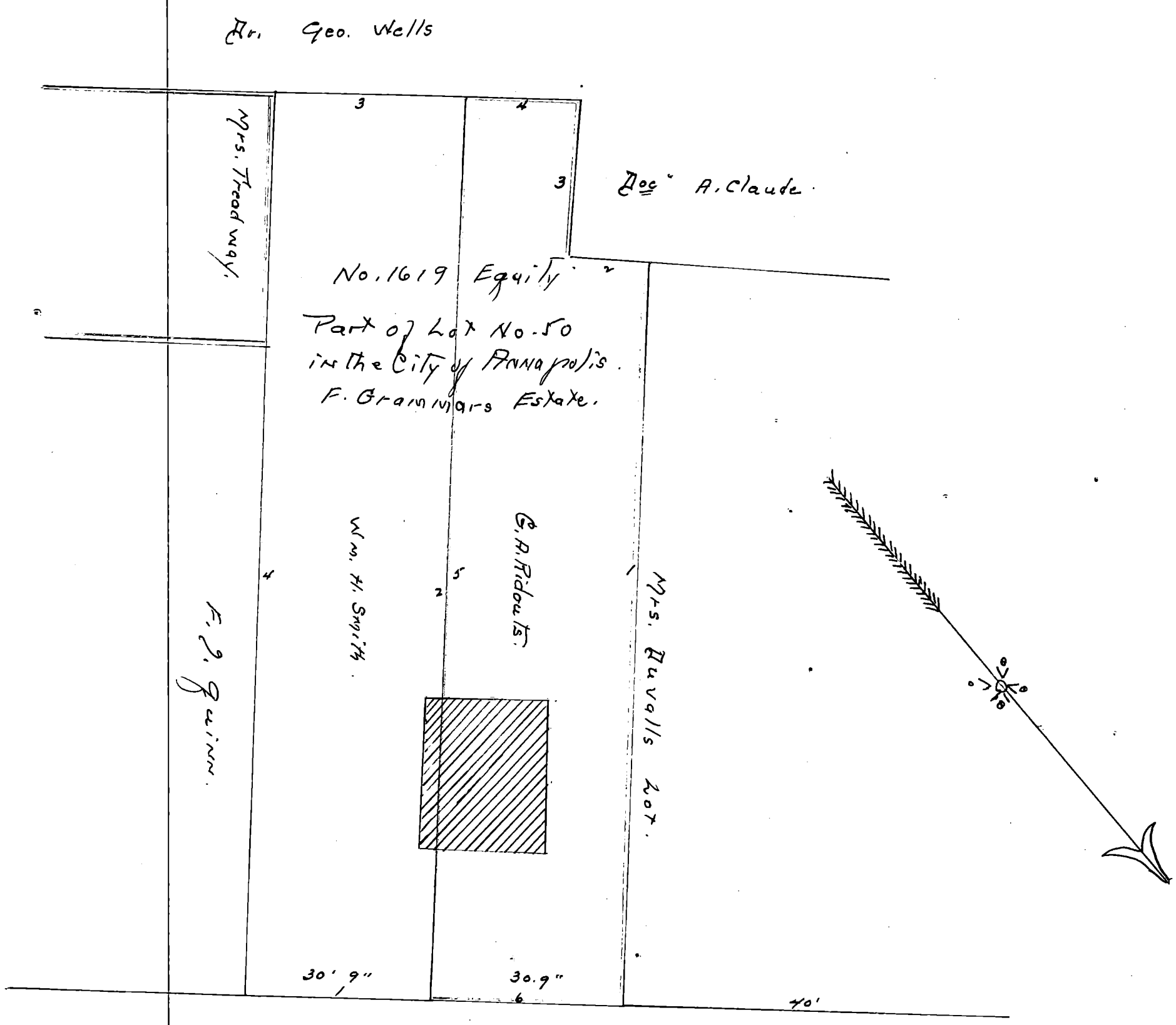
May it please your Honors to grant unto your orators an order of publication giving notice to the said Catharine Grammar, if living, and to her unknown heirs, devisees or surviving husband, if any, of the object of this suit and the substance of this bill, and warning her and them, to appear in this Court in person or by solicitor, or by Guardian ad litem as to infant dependants, if any, by some certain day to be named therein to answer the premises and show cause, if any she or they may have, why a decree should not pass in the premises as is above prayed.

And as in duty, &c.,

James M. Munroe,

Solicitor for Complts.

Filed 13 July, 1893.



SOUTH EAST OR DUKE OF GLOUCESTER STREET

Explanation for Lot 3 being part of Lot No. 50, Annapolis City. Purchased by Wm. H. Smith from Jas. M. Munroe, Trustee.

Beginning for the Same at a point 101', 6" from the North East Corner of the House now occupied by Mrs. D. C. Handy and - 177' 2½", from the Corner of Church Circle and said Gloucester Street, and running thence with the South West building line of Said Gloucester Street, N 47°-15' W. 30 feet 9" to the end of the 5" line of the Lot now conveyed to G. D. Ridout and then reverse of the Said 5" line S 45°-15' W 151 feet and 10 inches, to the division line between the Lot of Dr. Geo. Wells and said lot; then with Said line S 44° 30' E. 31 feet to the Division line between the Lot now conveyed and the lot owned by Mrs. Tweadway, then with said line and the line of F. I. Quinns Lot. N. 45° 15' E. 151 feet and 9 inches to the beginning. Containing 4686 Square feet.

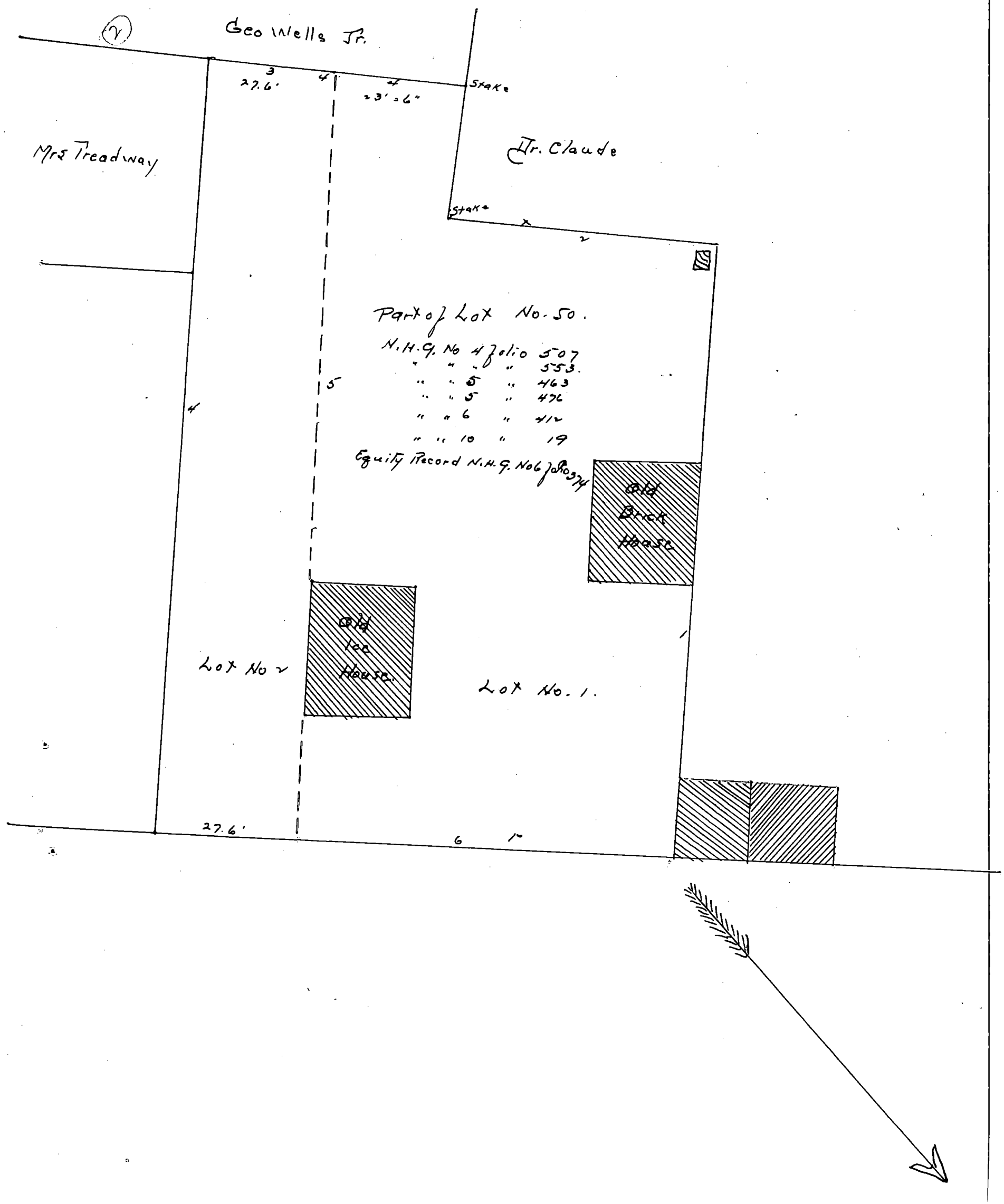
Louis Green, Surveyor.

July 1st, 1894.

Explanation, Lot No. 2 being part of Lot No. 50- City of Annapolis. Purchased by G. D. Ridout from Jas. M. Munroe, Trustee.

Beginning for the same at a point, 40 feet from the North East corner of the House now Occupied by Mrs. D. C. Handy and also 115 feet and 8½ inches from the Corner of Church -Circle and Duke of Gloucester Street, and running thence S. 43° 20' W 124 feet. to the division line between the Lot now owned by Dr. A. Claude and the Lot now conveyed, and with said line S 44° 45' E 14 feet, to a stake, then S 47° 30' W 27 feet to the division line between said lot & the Lot now owned by Dr. Geo. Wells, and with said line S 44° 30' E 20 feet, to the line between the said lot and the Lot now conveyed to Wm. H. Smith, and with Smith's 1st. line reversed, N 45° 15' E 151 feet and 10 inches- to the South West building line of said Gloucester Street and with said line N 47° 15' W. 30 feet and 9 inches to the beginning- Containing 3891 Square feet.

L. Green, Surveyor.



SOUTH EAST OR DUKE OF GLOUCESTER STREET

EXPLANATION FOR SURVEY OF PART OF LOT No. 50-LOCATED IN THE CITY OF ANNAPOLIS ON THE SOUTH SIDE OF SOUTH EAST STREET Or DUKE OF GLOUCESTER STREET, Formerly owned by F. GRAMMAR.

BEGINNING for the same at the N. East Corner of Mrs. D. C. Handy House and running from thence with said line S 43° 45' W 122 feet and 4 3/4" to the line between said Grammars Lot and the Lot now Owned by Dr. A. Claude- thence reverse of said line S 44° 45' E 53'-6" to a stake, thence S 47" 30' W 27 feet to the line between said Lot and the Lot now owned by Geo. Wells Junior, with said line S 44° 30' E 51 feet to the Division line of Mrs. Tweadway Lot, with said line N. 45° 15' E. 151' 9" to the South Building line of S. East St. with said Street N 47° 15' W (101 feet and 8 inch) 102 feet - 9 1/2 inches to the beginning. Containing 14949 Sq.feet.

Louis Green , Surveyor,

March 30", 1892.

EXPLANATION for Lot No. 1. It being a part of Lot No. 50. located in the City of Annapolis, on the South Side of "South East" or Duke of Gloucester Street. Formerly owned by F. Grammar.

Beginning for the same at the North East Corner of Mrs. D. C. Handy' House, and running from thence and with said line S. 43° 45' W. 122 feet and 4 3/4 inches, to the line between said Grammars lot and the lot now owned by Dr. A. Claude, thence reverse of said line S 44° 45' E. 53 feet 6 inches to a stake, thence S. 47° 30' W 27 feet to the line between, said lot and the lot now owned by Geo. Wells and with said line S. 44° 30' E. 23' 6" (23 feet 6 inches to the end of the 2nd line of Lot No. 2 as now laid out, thence reverse of said 2nd line N 45° 15' E 152 feet to the South Building line of said South East Street and at the end of 27' 6" feet in the 6" line of the whole survey, then with said 6" line N. 47° 15' W 74 feet to the beginning. Containing 10773 Sqf.

Lot No. 2

EXPLANATION for Lot No. 2. It being a part of Lot No. 50. located in the City of Annapolis, on the South Side of "South East" or Duke of Gloucester Street. Formerly owned by F. Grammar.

Beginning for the same at the end of the 5" line and the beginning of the 6" line of the whole Survey and then with the South Building Line of said Street N 47° 15' W 27 feet 6 inches to the end of the 5th line of Lot No. 1 as now laid out, then reverse of said 5th line S 45° 15' W 152 feet to a stake set at the end of 23½ feet in the 4th line of the whole Survey, thence with said 4" line S 44° 30' E 27 feet 6 inches to the division line between Mrs. Tweadways Lot and with said line N 45' 15' E 151 feet 9 inches to the beginning. Containing 4176 Square feet.

.....

Jany 1/94. This plat as originally made by Capt. Green called for 102 ft. 9 inches fronting on Duke of Gloucester St., and after the same was filed and the property advertized Capt. Green without any authority changed the figures to 101 ft. 6 in. which I have changed back to 102 ft 9 in. J.M.M.

Filed 13 July, 1893.

Filed with Examiner 25th October 1893.

Jno. Randall Magruder (Seal)

Examiner.

J.H.H. No. 66 Equity

TESTIMONY

The Examiner in pursuance of an Order passed by this Court on the 5th day of September 1893, met for the accommodation of the witnesses at the residence of Washington D. Basil, Esq., in the City of Annapolis, on Wednesday the 25th day of October, 1893, at the hour of 4 o'clock P.M., when the following Testimony was taken.

Washington D. Basil, a witness of lawful age, produced on behalf of the Plaintiff, being first duly sworn, deposes and says

1 Q. State your name, residence, & occupation, and whether or not you know the parties to this suit?

Ans. Washington D. Basil, Annapolis, Md., I am a merchant. I am the husband of Rachel Catharine Basil, we are the parties Plaintiffs in this Cause. I do not know anything about the Defendants except what I have heard from members of the family and from hearsay-

2 A . I have heard of old Mr. Fred Grammer the ancestor of the parties through whom the title of the property in these proceedings comes, and I have heard members of the family speake of his three children whom he mentions in his will; viz: John Andrew Grammer, Elizabeth Bohrer and Mary Mayer. My attention has been particularly called to John Andrew Grammer, because he died of the cholora in Annapolis.

Plaintiff here files Copy of the Will of Fred Grammer marked Plaintiffs Exhibit A.

The Defendant Catherine Grammer was a daughter of John Andrew Grammer, Sr., and it has always been a family tradition that she disappeared from Baltimore many many years ago, and has not been heard of for over fifty years.

Ann the other children of Frederick Grammer, or their heirs sold out their interests in the property mentioned in these proceedings to Gotlieb I. Grammer.

Plaintiffs here file Certified Copies of Deeds conveying the aforesaid interests to Gotlieb I. Grammer - marked Exhibits B, C, D, E, & F.

Gotlieb I. Grammer afterwards died intestate unmarried and childless, and the property mentioned in these proceeds was sold under a Decree of the Court by James W. Hunter, Trustee, and by him conveyed to Charlotte C. Hunter as will appear by reference to Copy of Deed herewith filed, marked Exhibit G.

Mrs. Hunter died several years ago leaving a last will and Testament whereby she devised all the property mentioned in these proceedings to my wife Rachael Catherine Basil, Copy of which is herewith filed marked Exhibit I.

The only outstanding interest in the property mentioned in these proceedings is that of Catherine Grammer, the Defendant, whose share is one twelfth of the property.

It is unknown whether she is living or dead, or if living where she resides, or if dead whether or not she left any heirs, or where they reside, or whether or not she was ever married; in fact nothing has been known of her whereabouts for over fifty years.

3. Q. Look at Plat now shown you and state what it is, and whether or not the property is susceptible of division, and give your reasons?

Plaintiff here files Exhibit H.

Ans. This is a Plat of the property mentioned, made by Louis Green, Esq., Surveyor. The property is not susceptible of advantageous partition, because the one-twelfth part

thereof would be too small for any useful purpose, and it would be to the interest and advantage of all parties to sell the same, and divide the proceeds among those entitled thereto.

To the General Question under the Rule the Witness says :

No.

Wash. D. Basil

RACHEL CATHERINE BASIL, a witness of lawful age produced on behalf of the Plaintiff, being first duly sworn, deposes and says:-

1 Q. State your name & residence,and whether or not you know the parties to this suit?

1 A. Rachel Catharine Basil, Annapolis, Md., my husband and myself are the Plaintiffs; I do not know the Defendants.

2.Ans. I have heard of old Mr. Fredk. Grammar, the ancestor of the present parties through whom the title of the property in these proceedings comes, and I have heard members of the family speake of his three children mentioned in his Will, viz: John Andrew Grammar, Elizabeth Bohrer and Mary Mayer.

My attention has been particularly called to John Andrew Grammar, because he died of the Cholora in Annapolis.

Catharine Grammar was a daughter of John Andrew Grammar, Sr., and it has always been a family tradition that she disappeared from Baltimore, and has not been heard of for over fifty years.

All the other Children of Frederick Grammar, and other heirs sold out their interest in the property mentioned in these proceedings to Gotlieb I. Grammar.

Gotlieb I. Grammar, afterwards died intestate, unmarried and childless, and the property mentioned in these proceedings was sold under a Decree of the Court by James H.Hunter, Trustee, and by him conveyed to Charlotte C. Hunter.

Mrs. Hunter died several years ago leaving a last will and Testament, whereby she devised all the property mentioned in these proceedings to me.

The only outstanding interest in the property mentioned in these proceedings is that of Catherine Grammar, the Defendant, whose share is one twelfth.

It is unknown whether she is living or dead; or if living where she resides, or if dead,whether or not she left any heirs, or where they reside or whether or not she was ever married; in fact nothing has been known of her whereabouts for over fifty years.

3rd.Q. Look at Plat now shown you, state what it is, and whether or not the property is susceptible of division and give your reasons?

Ans. This is a Plat of the Property mentioned; made by Louis Green, Esq., Surveyor. The property is not susceptible of an advantageous division, because the one twelfth part thereof would be too small for any useful purpose, and it would be to the interest and advantage of all parties to sell the same and divide the proceeds among those entitled thereto.

To the General Question under the Rule the Witness says:-

No.

Rachel C. Basil

There are nine Exhibits filed with the Examiner, marked respectively, Exhibits A, B, C, D, E, F, G, H, AND I.

There being no other witnesses and no further time being desired, the testimony is now closed and returned to this Court.

John Randall Magruder, (Seal)

Examiner.

Filed 26" October, 1893.

D E C R E E

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

It is thereupon this first day of November in the year eighteen hundred and ninety three, by the Circuit Court for Anne Arundel County adjudged, ordered and decreed that the property mentioned in these proceedings be sold, that James M. Munroe 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 three thousand dollars conditioned for the faithful performance of the trust reposed by this decree in him, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make said sale, having first given at least three weeks previous notice thereof by advertisement inserted in some newspaper published weekly in Anne Arundel County, and such other notice as he may deem proper, of the time, place, manner and terms of sale, which terms shall be one half of the purchase money cash, the balance in one year, deferred payment to be secured by the notes of the purchaser, or purchasers with surety, or sureties, to the satisfaction of the trustee, and to bear interest from day of the sale, or all cash at the option of the purchasers. And as soon as may be convenient after such sale, or sales, the said trustee, shall return to this Court a full and particular account of his proceedings, relative to such sales with an annexed affidavit of the truth thereof, and of the fairness of such sales; and on obtaining the Courts ratification of such sales, and on 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, the property or estate to him, her or them sold, free, clear and discharged from all claim 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 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 this trust.

I. Thomas Jones

Filed November 1st, 1893.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, James M. Munroe, Mary Chase Munroe and James Munroe, of Annapolis, Maryland, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this tenth day of November in the year one thousand eight hundred and ninety-three.

WHEREAS the above bound James M. Munroe, has been appointed trustee to sell the property in these proceedings decreed to be sold by The decree of the Circuit Court for Anne Arundel County in equity passed on the 1st day of November 1893 in a cause in

said Court depending wherein Rachel C. Basil & al, were complainants and Catharine Grammar was defendant, known as No. 1619 Equity in said Court.

NOW, THE CONDITION of the above Obligation is such, That if the above bound James M. Munroe does 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 such property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Sealed, signed and delivered	James M. Munroe	(SEAL)
in the presence of	Mary Chase Munroe	(SEAL)
G. Roland Childs	James Munroe	(SEAL)

Bond Approved, 14 Nov. 1893,

Sprigg Harwood, Clerk.

Filed 14 November, 1893.

ORDER OF PUBLICATION

(James M. Munroe, Solicitor)

To Catharine Grammar, non resident defendant, if living, and to the unknown heirs, devisees, and surviving husband, if any, of said Catharine Grammar, if dead.

The object of this suit is to obtain a decree for the sale of a lot of ground on the south side of Duke of Gloucester street, in the city of Annapolis, Maryland, formerly owned by Frederick R. Grammar, and now held in common by Rachel Catharine Basil and Catharine Grammar, her heirs or devisees.

The bill states that Frederick R. Grammar died in 1818, and by his will devised said property to be sold and the money distributed to his three children. Elizabeth Bohrer, John A. Grammar, and Mary Mayer, and that by conveyances from said children, or their heirs, the title to said property was conveyed to Gottlieb I. Grammar, except as to the interest of Catharine Grammar. That Gottleib I. Grammar departed this life, intestate, unmarried and childless, and that under a decree of this Court passed on the 31st day of May, 1858, in the case of James W. Hunter, et al, against Wallis Nichols, et al, said property was sold to Charlotte C. Hunter, and that said Charlotte C. Hunter died in 1885, leaving a will whereby she devised said property to Rachel Catharine Basil who now holds the same in common with the said Catharine Grammar, or her heirs and devisees. That said land is not susceptible of partition without loss and damage and prays for a sale for partition; but if said land is susceptible of partition without loss or damage, then that partition be made thereof, and for general relief.

It is therefore ordered this 13th day of July, 1893, that the plaintiffs, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County, Maryland, once in each of four successive weeks, before the FIFTEENTH DAY OF AUGUST NEXT, give notice to the said Catharine Grammar, if living, and to the unknown heirs and devisees and surviving husband, if any, of said Catharine Grammar, if dead, which said heirs, devisees, and surviving husband, would be proper parties defendant to this suit, of the object and substance of said bill of complaint, and thereby warning her, and them, to appear in this Court in person, or by Solicitor or Guardian ad litem, as to infant defendants, if any, on or before the FIRST DAY OF SEPTEMBER, 1893, to answer the premises, and show cause if any they may have, why a decree should not pass as prayed.

SPRIGG HARWOOD, Clerk.

True copy Test:

Sprigg Harwood, Clerk.

J.H.H. No. 66 Equity

THE SPECTATOR

78 Maryland Avenue

W. MEADE HOLLADAY, Editor

Annapolis, Md. August 12, 1893.

I hereby certify that the annexed Order was inserted in The Spectator, a newspaper printed in Anne Arundel County, once a week for four weeks, before the 15th day of August, 1893.

W. MEADE HOLLADAY, Ed. Spectator

Filed 5 September, 1893

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE

The Judges of the Circuit Court for Anne Arundel County.

The report of James M. Munroe, trustee in the above entitled cause under the decree therein passed on the 1st day of November, 1893, respectfully shows that after giving Bond, with security, for the faithful discharge of the trust, and giving notice of the time, place, manner, and terms of sale by advertisement in the Evening Capital a daily newspaper printed in Anne Arundel County, once a week for three successive weeks before the day of sale, and by hand-bills extensively circulated throughout Annapolis, he did, pursuant to said notice, attend at the Court house door, in Annapolis, Md. on the twenty-fifth day of November in the year eighteen hundred and ninety three at 12:30 o'clock P.M. and then and there proceed to sell the property mentioned in said decree and the aforesaid advertizements, and sold the same in three parts or lots as follows:

1st. All the portion of the lot described on the plat filed in these proceedings, and marked "Exhibit H", which lies adjoining the property of Mrs. Anna D. Handy, and fronting forty feet on Duke of Gloucester Street, with a depth of one hundred and twenty two feet, to Richard D. Johnson, Trustee for Mrs. E. P. Duvall and her children, for the sum of Eleven hundred dollars.

2nd. All the portion of the said lot described on said plat which adjoins the lot first above described, fronting on Duke of Gloucester Street, thirty one feet nine inches, with a depth varying from one hundred and twenty-two feet to one hundred and fifty one feet, to Grafton D. Ridout for the sum of Nine hundred and sixty dollars.

3rd. All the remaining portion of said lot described on said plat, fronting thirty one feet on said Duke of Gloucester Street with a depth of one hundred and fifty one feet, to William H. Smith, for the sum of Nine hundred and seventy five dollars.

Your trustee reports that the said property was sold for a very good price, three thousand and thirty five dollars, ($3.035) and that said sales were fairly made.

All of which is respectfully submitted.

James M. Munroe, Trustee.

STATE OF MARYLAND, Anne Arundel County, Sct:

On this 28th day of November, eighteen hundred and ninety three personally appeared before me, a deputy Clerk of the Circuit Court for Anne Arundel County, James M. Munroe, the trustee named in the above report of sale, and made oath, in due form of law, that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale was fairly made.

William N. Woodward, Deputy Clerk of the Cr.Ct.
for A. A. Co.

Filed 28 Nov. 1893

ORDER NISI

ORDERED by the Circuit Court for Anne Arundel County this 28th day of November 1893, that the sales of the real estate in this cause decreed to be sold made and reported by James M. Munroe , trustee, be RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the first day of January, 1894, PROVIDED, a copy of this order be inserted in some newspaper printed in Anne Arundel County once in each of three successive weeks before the said first day of January, 1894. The report states the amount of sales to be $3,035.

Sprigg Harwood, Clerk.

Filed 28th November, 1893

THE SPECTATOR
78 Maryland Avenue
W. Meade Holladay, Editor.

Annapolis, Md., January 4th, 1894.

I hereby certify that the accompanying Order Nisi was published in The Spectator, a weekly newspaper published in Anne Arundel County, once in each of three successive weeks between Nov. 28, 1893, and January 1, 1894.

W. Meade Holladay, Pub. SPECTATOR.

Filed 5 January, 1894.

FINAL ORDER

ORDERED BY THE COURT, This fifth day of January, 1894, 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 shewn, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the trustee is allowed the usual commissions and such proper expense as he shall produce vouchers for to the Auditor.

Charles B. Roberts

Filed 5 January, 1894

ELLA ELLISON, mother and guardian of JOSEPH ELLISON and IRVING ELLISON, minors, Baltimore, Md.	:	NO. 9702 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs	:	
JOSEPH ELLISON and IRVING ELLISON, minors,	:	
J.E.- Memphis, Tenn. I.E.-Norfolk, Va.	:	

: : : : : : : : :

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

The petition of Ella Ellison, mother and guardian of Joseph Ellison and Irving Ellison, minors, respectfully shows:

1. That on or about the 7th day of December, 1937, Emanuel Klawans, Trustee, did convey unto Louis A. Ellison, a lot of ground therein described, said deed being recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 119, said lot being improved by two stores, to wit: Numbers 52 and 54 Cathedral Street, two apartments above and

a stucco garage on South Street, as will more fully appear by reference to a certified copy of said deed being filed herewith as Petitioner's Exh. No. 1.

2. That being so seized and possessed of the real estate aforesaid, the said Louis A. Ellison died intestate on or about the 18th day of December, 1940, and left surviving him as his only heirs at law, your Petitioner, who was his wife, Shirley R. Ellison, a daughter who is now an adult, Joseph Ellison, born November 9th, 1928, and Irving Ellison, born ~~January 3rd~~ January 3rd, 1930, both of said minor sons now being in the United States Navy, one being stationed at Memphis, Tenn., and the other Irving Ellison is now on the "Midway" now at Norfolk, Virginia, to whom said realty did descend by operation of law.

3. That since the death of her husband, your Petitioner has taken the funds, to wit: the rents arising from the premises and has raised her family but it now becomes apparent that under the extension program of the Circuit Court for Anne Arundel County it will become necessary to take in the aforesaid property and accordingly the County Commissioners for the Board of Anne Arundel have instituted condemnation proceedings in an effort to condemn the aforesaid property for the use of the County Court House.

4. That your Petitioner sought the services of George B. Woelfel, attorney, to represent her and her children in the condemnation proceedings and the said George B. Woelfel has worked out an agreement embodied in a contract of sale whereby the County Commissioners offer $15,000 for the same, which said contract your Petitioner signed on her own behalf and on behalf of her two infant children, said contract being filed herewith as Petitioner's Exh. No. 2.

5. That your Petitioner, acting through counsel, feels that the said sum is a fair and reasonable amount to pay for the aforesaid property and that it would be to the material advantage of her infant sons that the said contract dated January 31st, 1949, between herself individually and as guardian for her two minor sons and her daughter Shirley Ellison who is of age, made out with the County Commissioners of Anne Arundel County be ratified and confirmed, copy of the said contract being filed herewith as Petitioner's Exh. No. 2.

To the end, therefore:

1. That the contract of sale dated January 31st, 1949, made by your Petitioner as guardian of Joseph Ellison and Irving Ellison, her two minor sons, which is filed herewith may be ratified and confirmed and that a trustee may be appointed to convey all the right, title, interest and estate of the said Joseph Ellison and Irving Ellison, in the real estate mentioned in these proceedings.

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

And as in duty bound, etc.

George B. Woelfel
Solicitor for Plaintitts,
9-11 School Street, Annapolis, Md.

Filed May 20", 1949

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 31st day of January, 1949, by and between ELLA ELLISON, individually, SHIRLEY R. ELLISON, her daughter, and ELLA ELLISON GUARDIAN for

JOSEPH ELLISON AND IRVING ELLISON, minors of the first part, hereinafter called Vendor, and COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNT,MD., 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 Anne Arundel County, Maryland, and described as follows: Being Nos. 52 Cathedral St.,Annapolis, Md., $6,500.00 and No. 54 Cathedral St., Annapolis, Md., $8,500.00; together with the buildings and improvements thereon. And being the same property which was conveyed by E. M. Klawans, Trustee to Louis A. Ellison by deed filed among the Land Records of Anne Arundel County in Liber F.A.M. 174, folio 119, title to which property is now vested in the parties of the first part as widow and heirs of aforementioned Louis A. Ellison.

At and for the price of FIFTEEN THOUSAND AND 00/100 Dollars, of which FIFTEEN HUNDRED AND 00/100 Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: in cash within thirty days from the above date.

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 THE essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

The Vendee hereby agrees to pay to Charles F. Lee, 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:	Ella Ellison	(SEAL)
	Shirley R. Ellison	(SEAL)
(CORPORATE SEAL)	Ella Ellison	(SEAL)
R. Harry Arnold,	Guardian for Joseph Ellison and	(SEAL)
Clerk.	Irving Ellison, minors	
	COUNTY COMMISSIONERS OF ANNE ARUNDEL	(Seal)
	COUNTY,	
	Weems R. Duvall, President.	(SEAL)

Filed May 20, 1949

D E E D

(INT. REV.STAMPS $5.25)(MD. STATE STAMPS $5.30)

THIS DEED, made this 7th day of December, 1937, by EMANUEL KLAWANS, trustee as hereinafter set forth, Witness:

WHEREAS, by a decree of the Circuit Court for Anne Arundel County dated October 4, 1937 and passed in a cause in said Court wherein Louis A. Ellison was plaintiff and Mattie Holt et al were defendants, said cause being known as No. 7102 Equity in said Court, the above named Emanuel Klawans was appointed trustee to convey unto the said Louis A. Ellison

all of the right, title, interest, and estate, at law or equity, of each and all of the parties to said cause and of all persons claiming by, through or under them or any of them and of all persons in anywise represented by them or any of them in or to the realty hereinafter described.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and in execution of the trust reposed in him by said decree and by virtue of the power and authority conferred upon him by said decree, and for the sum of one dollar and other good and valuable considerations paid him by said Louis A. Ellison receipt whereof is hereby acknowledged, by him, the said Emanuel Klawans, trustee as above set forth, does hereby grant and convey unto Louis A. Ellison, his heirs, and assigns, all of the right, title, interest and estate at law or equity, of each and all of the parties to the above mentioned cause, namely: (1) George B. Woelfel and Mattie Holt, Executors of the estate of the late Wylie H. Bates, (2), Mattie Holt, devisee of a life estate in the hereinafter described property, (3) Dr. George Thomas, Dr.Ambrose Garcia, Dr. Oliver McNeil, Dr. Frank Maloney, Frank Butler, John W. Russell, and Edward Fletcher, devisees of the remainder in said realty in trust for The Bates Old People's Home, Inc., and as a member of the Board of Directors of The Bates Old People's Home, Inc., (4) The Bates Old People's Home, Inc., devisee of the remainder in said property or of the beneficial interest therein. (5) John King and Thomas King heirs at law of the residuary devisee Wesley King. (6) Aggie Harris, heir at law of the alternative residuary devisee Elisa Harris; and of all persons claiming by, through or under their or any of them, and of all persons in anywise represented by them or any of them, in or to All those two lots of ground and premises known as Nos. 52 and 54 Cathedral Street Annapolis, Maryland, and described as follows:

BEGINNING for the first of same at the northwest corner of Cathedral Street and South Street, and extending thence westerly with the northern line of Cathedral Street the distance of twenty feet; thence northerly, parallel to the west side of South Street, extending, about sixty feet; to the south line of the lot formerly owned by Louisa Chew, thence easterly, with the south line of the lot of said Louisa Chew twenty feet to the west line of South Street; thence southerly, with the line of the west side of South Street, extending to the corner of Cathedral and South Streets, the place of beginning.

Being the same property which was conveyed to Wylie H. Bates by Mathew Ross and wife by deed dated September 29, 1898, recorded among the land records of Anne Arundel County, Maryland, in Liber G.W. No. 11, folio 133, &c.

BEGINNING for the second of same in the line of the north side of Cathedral Street twenty feet westerly of the northwest corner of South Street extended and Cathedral Street where the west line of the lot of Martha Ross intersects Cathedral Street, thence running with the north side of Cathedral Street about thirty feet and eleven inches and not less than thirty feet to the east line of the lot sold to Elizabeth Holliday, thence running northeasterly at right angles to said first line, about sixty feet to the south line of the lot of Louise Chew, thence easterly and with the south line of the lot of said Louisa Chew, about thirty feet and eleven inches and not less than thirty feet to the northwest corner of the lot of the said Ross, and with the west line of the lot of the said Ross about sixty feet to the said north line of

Cathedral Street the place of beginning. Being the same property which was conveyed to Wylie Bates by Charles E. Martin and wife by deed dated May 1, 1890, recorded among said land records in Liber S.H. No. 37, folio 114,&c..

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Louis A. Ellison, his heirs and assigns, in fee simple, forever.

WITNESS the hand and seal of said grantor.

ATTEST: EMANUAL KLAWANS (Seal)

LOUCILLE H. MUSTERMAN Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That on this 7th day of December 1937 before me, the subscriber a notary public of the State of Maryland, in and for the County aforesaid, personally appeared Emanuel Klawans, Trustee, and he acknowledged the foregoing deed to be him act.

WITNESS my hand and seal notarial.

(NOTARIAL SEAL) LUCILLE H. MUSTERMAN

NOTARY PUBLIC

RECORDED DECEMBER 8, 1937 at 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber F.A.M. No. 174, folio 119, 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 COUIT for Anne Arundel County, this 20th day of May, A. D., 1949.

(COURT SEAL) JOHN H. HOPKINS, 3rd, CLERK.

Filed May 20", 1949.

ORDER OF PUBLICATION

The object of this suit is that the contract of sale dated January 31st,1949, made by Ella Ellison, as mother and guardian of Joseph Ellison and Irving Ellison, her two minor sons, which contract is filed in the proceedings, may be ratified and confirmed and that a trustee might be appointed to convey all the right, title, interest and estate of the said Joseph Ellison and Irving Ellison in the real estate mentioned in these proceedings and for such other and further relief as her case may require.

The bill recites:

That on or about the 7th day of December, 1937, Emanuel Klawans, Trustee, did convey unto Louis A. Ellison, a lot of ground therein described, said deed being recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174,folio 119, said lot being improved by two stores, to wit: Numbers 52 and 54 Cathedral Street, two apartments above and a stucco garage on South Street, as will more fully appear by reference to a certified copy of said deed being filed herewith as Petitioner's Exh. No. 1.

That being so seized and possessed of the real estate aforesaid, the said Louis A. Ellison died intestate on or about the 18th day of December, 1940, and left surviving him as his only heirs at law, your Petitioner, who was his wife, Shirley R. Ellison, a daughter who is now an adult, Joseph Ellison, born November 9th 1928, and Irving Ellison,

born January 3rd, 1930, both of said minor sons now being in the United States Navy, one being stationed at Memphis, Tenn., and the other Irving Ellison is now on the "Midway" now at Norfolk, Virginia, to whom said realty did descend by operation of law.

That since the death of her husband, your Petitioner has taken the funds, to wit: the rents arising from the premises and has raised her family but it now becomes apparent that under the extension program of the Circuit Court for Anne Arundel County it will become necessary to take in the aforesaid property and accordingly the County Commissioners for the Board of Anne Arundel have instituted condemnation proceedings in an effort to condemn the aforesaid property for the use of the County Court House.

That your Petitioner sought the services of George B. Woelfel, attorney, to represent her and her children in the condemnation proceedings and the said George B. Woelfel, Attorney, has worked out an agreement embodied in a contract of sale whereby the County Commissioners offer $15,000 for the same, which said contract your Petitioner signed on her own behalf and on behalf of her two infant children, said contract being filed herewith as Petitioner's Exh. No. 2.

That Your Petitioner, acting through counsel, feels that the said sum is a fair and reasonable amount to pay for the aforesaid property and that it would be to the material advantage of her infant sons that the said contract dated January 31st, 1949, between herself individually and as guardian for her two minor sons and her daughter Shirley Ellison who is of age, made out with the County Commissioners of Anne Arundel County be ratified and confirmed, copy of the said contract being filed herewith as Petitioner's Exh. No. 2.

It is thereupon this 20" day of May, in the year 1949, by the Circuit Court for Anne Arundel County, ORDERED that the Complainant by causing a copy of this order to be served on the Defendants, give them notice of the object and substance of this bill of complaint, and warn them to be and appear in this Honorable Court, in person or by solicitor, within thirty days after this order is served on them, to show cause, if any they have, why a decree should not be granted as therein prayed.

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

Filed May 20", 1949

AFFIDAVIT.

STATE OF TENNESSEE , COUNTY OF SHELBY, to wit:

I hereby certify that I, the undersigned, served a copy of this order of publication on Joseph Ellison this 23rd day of May, 1949, by reading to and delivering a copy of the said order on the said Joseph Ellison, an infant.

E. Wm. Ferguson, Lt. U.S.N. Affiant.

Subscribed and sworn to before me this 23rd day of May, 1949.

(No Notarial Seal) Richard Johnson, Lt. J.G. Notary Public.

Filed 15 June, 1949

AFFIDAVIT

STATE OF VIRGINIA, COUNTY OF PORTSMOUTH, to wit:

I hereby certify that I, the undersigned, served a copy of this order of publication on Irving Ellison this 30th day of May, 1949, by reading to and delivering a copy of the said order on the said Irving Ellison, an infant, and in addition thereto a copy of the order of publication was left with the Executive Officer of the U.S.S.

Midway, said Executive Officer being his superior officer.

George McQueen Tribell, P.N.Q. U.S.N. Affiant.

Subscribed and sworn to before me this 30th day of May, 1949.

Charles C. Roberts, Lt. U.S.N. Notary Public

(U.S.S. Midway Seal) U.S.S. Midway (C V.B. 41)

Filed June 15, 1949

PETITION FOR APPOINTMENT OF

GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Ella Ellison respectfully shows:

1. That both of her infant sons, to wit: Joseph Ellison and Irving Ellison, have been summoned but being infants cannot answer or defend this action.

Wherefore, your Petitioner prays:

1. That a guardian ad litem may be appointed to appear and answer on behalf of said infants.

And as in duty bound, etc.,

George B. Woelfel, Ella Ellison, Petitioner.

Solicitor for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby certify that upon this 24 day of June, in the year 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid personally appeared Ella Ellison who made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff, Notary Public.

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 24th day of June, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Henry Zeller be and he is hereby appointed guardian ad litem for the infants, Joseph Ellison and Irving Ellison.

Benjamin Michaelson. Judge.

Filed June 24, 1949

ANSWER OF GUARDIAN AD LITEM.

To the Honorable, The Judge of said Court:

The answer of Joseph Ellison and Irving Ellison, minors, by J. Henry Zeller, their guardian ad litem, respectfully shows:

That these defendants being infants can neither admit nor deny the allegations of said bill of complaint and therefore submit their rights thereunder to the protection of the Court.

And as in duty bound, etc.

J. Henry Zeller, Guardian ad litem.

Filed June 24", 1949.

testimony on behalf of plaintiffs.

PRESENT:

Mr. George B. Woelfel, Solicitor for Plaintiffs.

Mr. Henry Zeller, Guardian-ad-Litem

Mr. John S. Strahorn, Examiner,

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

T. Carroll Worthington - - - - - - - - - - - - - 2 to

Ella Ellison ----- - - - - - - - - - - - - - 3 to 5

Mr. Clerk: Please file, Jno. S. Strahorn, Examiner.

COSTS:

JDS-------$5.00
JSS-------$8.00

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Woelfel)

1. State your name, address and occupation?

A. T. Carroll Worthington, Realtor, Towns-Worth bldg.,Annapolis.

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

A. Since 1933.

3. Are you familiar with prices of real estate in and about the City of Annapolis?

A. I am.

4. Have you seen the property of Mrs. Ellison and her children situate on the corner of Cathedral and South streets in the City of Annapolis?

A. I have.

5. Describe the property?

A. The lot is 63 X 65 improved and known as No. 52, a six room and bath dwelling,no basement, stucco over frame, tin roof. No. 54 is a store divided in half, one-half used as a beauty parlor, the other half now vacant. The second floor of the store is two apartments, one three rooms and bath and one four rooms and bath.

6. Tell us what condition you found the property to be in?

A. The part that is occupied is in bad condition, the part unoccupied shows a good bit of wear and looks like most vacant properties.

7. What, in your opinion, is a fair market value of the property in question?

A. $15,000.

8. Do you think it would be for the advantage of the infant children in these proceedings that that property be sold for $15,000? A. Yes I do.

To the general question under the rule the witness says:

A. No.

T. Carroll Worthington.

Ella Ellison, the plaintiff, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name and residence?

A. Ella Ellison, 3316 West Garrison ave., Baltimore, Md.

2. State when, where and to whom you were married?

A. To Louis A. Ellison, October 26th, 1924, in Baltimore by a Rabbi.

3. Is your husband now living or dead?

A. He is dead, he died December 18th, 1940.

4. Did he leave a will?

A. No.

5. What real estate, if any, did he own in the City of Annapolis, Md., prior to his death?

A. He owned the lot of ground on the corner of South street and Cathedral street improved by a dwelling and store, Nos. 52 and 54 with two apartments above and a garage on South street.

6. I hand you a certified copy of a deed dated December 7th 1937 from Emanuel Klawans, Trustee, to Louis A. Ellison, and ask you if that is the property which your husband left, the deed is recorded in FAM 174,fol. 119?

A. Yes, that is it.

-oooooooo Filed as Exam. Exh. 1

7. How many children survive your husband?

A Three children.

8. State there names and ages?

A. Shirley, 23 years old and single.

Joseph, 20 years old and single.

Irvin_, 19 years old and single.

9. Where are your two boys?

A. In the U. S. Navy.

10. Were there any other children who died?

A. No.

11. So this property in question is held by you, as his wife, and your three children, as descendants of Louis A. Ellison?

A. Yes.

12. Do you desire to sell that property?

A. No. As a matter of fact I use the rents amounting to about $150. a month and raise my children with it.

13. Why did you sign a Contract of Sale for it?

A. Because the County Commissioners wanted it that way, and had instituted proceedings to condemn the property,which proceedings are now pending in the Circuit Court for this County.

14. Did you seek the seek the services of an attorney in the Condemnation proceedings?

A. Yes.

15. He was to represent you and the children?

A. Yes.

16. How much were you finally offered for this property?

A. $15,000, that was the final offer.

17. Were you advised by your attorney, Mr. Woelfel, to accept that amount?

A. Yes.

18. And that is the reason why you signed the Contract?

A. Yes. Signed it on behalf of myself and two infant boys.

19. Do you think that $15,000 is a fair amount to receive for the property?

A. I did not, but I understand I can get no more.

20. Do you think it is for the advantage of the infants that this property be sold for that amount?

A. I don't know, I could not say, I only know from what I have been informed by Counsel that if I go to trial in the Condemnation case there is a prospect we would not get as much, and under those circumstanstances I think it would be better to sell it and let me re-invest the money in another home for my children and myself.

21. I show you a Contract dated January 31st, 1949, between your daughter and yourself, you having signed on behalf of your two minor children, and Weems R. Duvall, President of Anne Arundel County Board of County Commissioners, is this the Contract that you executed?

A. Yes it is.

°°°°°Filed as Exam. Exh. 2.

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

A. No.

Ella Ellison

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 1st day of July, 1949.

Jno. S. Strahorn, Examiner (Seal)

Filed July 1, 1949

SUBMISSION FOR A DECREE.

We, the undersigned, solicitor for Plaintiff, and guardian ad litem for the infants, do hereby submit the proceedings for a final decree.

George B. Woelfel,

Solicitor for Plaintiff.

J. Henry Zeller, Guardian ad litem.

Filed July 15, 1949

DECREE OF COURT

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that the contract of sale filed in this proceedings is fair and reasonable and that it would be for the material advantage of the two infant children that the contract dated January 31st, 1949, be ratified and confirmed and that the real estate is not susceptible to partition.

It is thereupon this 15th day of July, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the agreement of sale filed in this case between Ella Ellison, widow, Shirley Ellison, her daughter, and Ella Ellison as guardian for Joseph Ellison and Irving Ellison, minors, with the County Commissioners of Anne Arundel County, said agreement being dated January 31st, 1949, be, and the same is hereby ratified and confirmed.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that George B. Woelfel be, and he is hereby appointed trustee to execute the deed upon the payment of the full purchase price and not before thereby conveying to the purchaser, the County Commissioners of Anne Arundel County, all of the right, title and estate of Joseph Ellison and Irving Ellison, infants, in and to all that lot or parcel of ground lying, being and situate in the City of Annapolis, Anne Arundel County aforesaid, which was conveyed by Emanuel Klawans, to Louis A. Ellison by deed dated December 7th, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No.174, folio 119, and after the collection of the full purchase price and the execution of the deed, said trustee shall make a full and ample report to this Court of his proceedings but before the said Trustee shall proceed to act, he shall file in this Court with the

Clerk thereof, a bond in the penal sum of Fifteen Thousand D ollars, to be approved by this Court or the Clerk thereof, 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 the said Trustee shall bring into this Court the money arising from the 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 the Court might deem proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Michaelson, Judge.

Filed July 15, 1949

GLOBE INDEMNITY CO. BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we, George B. Woelfel and the GLOBE Indemnity Company, a body corporate, duly incorporated under the laws of the State of New York, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand Dollars ($15,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 19th day of July, in the year 1949.

Whereas, the above bounden George B. Woelfel 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 real estate mentioned in the proceedings in the case of

Ella Ellison
vs
Joseph Ellison and
Irving Ellison

No. 9702 Equity

now pending in said Court.

Now the condition of the above obligation is such, that, if the above bounden George B. Woelfel 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 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 B. Woelfel (SEAL)

Thomas J. Curley, Jr.,
(Corporate Seal)

The Globe Indemnity Company
By John H. Hopkins, IV.
Attorney in fact.

Filed & Approved this 19" day of July, 1949.

John H. Hopkins, 3rd, Clerk.

TRUSTEE'S REPORT OF SALE

To the Honorable the Judge of the said Court;

The report of George B. Woelfel, trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the ___day of July, 1949, 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 your trustee did on the 25th day of July, 1949, sell the said real estate, known as No. 52 and 54 Cathedral Street, Annapolis, to the County Commissioners of Anne Arundel County for

the sum of Fifteen Thousand Dollars ($15,000.00).

That your trustee has executed a deed conveying said realty to the County Commissioners of Anne Arundel County and has received from said Commissioners a check in the amount of Thirteen Thousand Four Hundred Forty One Dollars and Thirty Three cents ($13,441.33), and also a check in the amount of Fifteen Hundred Dollars ($15,000.00) comprising a total of Fourteen Thousand Nine Hundred Forty One Dollars and Thirty Three cents ($14,941.33), which total represents the entire purchase price of Fifteen Thousand Dollars ($15,000.00) less the cost of taxes and State and Federal Revenue stamps.

Respectfully submitted,

George B. Woelfel, Trustee.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 28 day of July, 1949, before me, the subscriber, a Notary Public in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, trustee named in the above report of sale, and made oath in due form of law, that the matters and facts therein stated are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff, Notary Public.

Filed July 28, 1949

PETITION FOR A FEE

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1. That during the spring of this past year the Anne Arundel County Commissioners determined to condemn the property in this pro-ceedings mentioned.

2. That the best offer that could be obtained for the said property was $14,000.

3. That the original Petitioner, Mrs. Ellison, employed your Petitioner to represent all the parties including the infants in the said condemnation. That your Petitioner thereupon inspected the premises, procured an expert appraiser and then came to the conclusion that $14,000 was as much as the property was worth either at trial or otherwise, however, your Petitioner eventually got the County Commissioners to raise the ante one thousand dollars making the total offer $15,000.

4. That as heretofore stated, your Petitioner has received no fee in the matter but feels that he is entitled to a fair and reasonable fee for his work done in the premises.

Wherefore, your Petitioner, prays:

1. That an order may be passed by this Honorable Court allowing your Petitioner a fair and reasonable sum as his fee.

And as in duty bound, etc.

George B. Woelfel, Petitioner.

We, the undersigned, members of the Anne Arundel County Bar, have viewed the work done in this case by George B. Woelfel and recommend that a fee of Two Hundred Fifty Dollars is a fair and reasonable one.

Linwood L. Clark

Noah A. Hillman

Filed August 16", 1949

ORDER OF COURT

Upon the aforegoing petition and recommendation of two attorneys of the Anne Arundel County bar, it is this 17th day of August, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that George B. Woelfel, Petitioner, be and he is hereby allowed the sum of Two Hundred and Fifty Dollars for his fee as compensation in full for the work done in the above entitled case, subject to the usual exceptions.

Benjamin Michaelson, Judge.

Filed August 17, 1949.

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 23, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Ella Ellison, Mother and Guardian of Joseph Ellison and Irving Ellison, minors, vs Joseph Ellison and Irving Ellison, minors, in ac.

To Trustee for Commissions, viz:	480.00	
To Trustee for Fee (order 8/17/49), viz:	250.00	730.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	21.75	
John S. Strahorn- Examiner's fee	8.00	
Juliet D. Strahorn- Stenographer's fee	5.00	
J. Henry Zeller- Guardian ad Litem	4.00	
Auditor- stating this account	13.50	62.25
To Trustee for Expenses, viz:		
Capital-Gazette Press -Order nisi (acct.)	5.00	
Globe Indemnity Co.- bond premium	60.00	
Clerk of Court- certified copy of deed	2.00	
One-half Federal revenue stamps	8.25	
One-half State revenue stamps	8.25	
Mary M. Hoff- notary fee	.50	84.00
To Trustee for Taxes, viz:		
1949 State and County taxes ($74.05-adjusted to 7/25/49)	42.17	42.17
Balance for distribution- $14,081.58		
Distributed to the heirs at law of Louis A.Ellison, viz:		
Ella Ellison, Widow- one-third	4,693. 86	
Shirley R. Ellison, daughter-two-ninths	3,129.24	
Joseph Ellison, son-two ninths	3,129.24	
Irving Ellison, son- two-ninths	3,129.24	14,081.58
		15,000.00

WITH George B. Woelfel, Trustee Cr.

1949		
July 24 Proceeds of Sale (contract dated January 31, 1949)	15,000.00	15,000.00
		15,000.00

Filed August 25, 1949

J.H.H. No. 66 Equity

ORDER NISI

ORDERED, This 25" day of August, 1949, 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 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, Clerk.

Filed August 25, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 23, 1949

We hereby certify that the annexed Order Nisi -Eq. #9702 Auditor's Account-Ella Ellison-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, 1949. The first insertion being made the 27th day of August 1949.

THE CAPITAL-GAZETTE PRESS, INC.

N. E. C. 1637

By R. L. Brown,

Filed Nov. 18" 1949

Final ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 18th day of November, 1949, 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.

Benjamin Michaelson. A. J.

Filed 18 November, 1949

IN THE CIRCUIT COURT FOR PRINCE GEORGES COUNTY, MD.

(copy)

Holding an Equity Court.

EVELYN CATON HARRIS 5002" Tilden Road Decatur Heights, Md. Plaintiff.	)	
-vs-	)	
BEATRICE AGNES CATON 2528 Penna Ave., S.E. Washington, D. C.	)	Equity No. 14-825
JUNE ELIZABETH CATON (Infant) 2528 Penna Ave., S. E. Washington, D. C.	)	
WILLIAM BERNARD CATON, JR. (Infant) 2528 Penna. Ave., S. E. Washington, D. C.	)	No. 9827 Equity
BEATRICE MARY CATON (Infant) 2528 Penna. Ave., S.E. Washington, D. C.	)	Anne Arundel County Maryland
GEORGE ELTON CATON (Infant) 2528 Penna. Ave., S.E. Washington, D. C,	)	
ELTON W. CATON 2710 N. Washington Boulevard Arlington, Virginia. Defendants.	)	

J.H.H. No. 66 Equity

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

& Your plaintiff, Evelyn Caton Harris, respectfully shows to this Honorable Court as follows:

1- That the plaintiff, Evelyn Caton Harris, is an adult citizen of the United States, a resident of Prince Georges County, State of Maryland.

2- That the defendant, Beatrice Agnes Caton, is an adult citizen of the United States, a non-resident of the State of Maryland, residing at 2528 Pennsylvania Ave.,S. E.,Washington, D. C.

3- That the defendant, June Elizabeth Caton, William Bernard Caton, Jr., Beatrice Mary Caton, and George Elton Caton, are all infants, and are all non-residents of the State of Maryland, all residing at 2528 Pennsylvania Ave., S. E., Washington, D. C.

4- That the defendant, Elton W. Caton, is an adult citizen of the United States, a non-resident of the State of Maryland, residing at 2710 N. Washington Boulevard, Arlington, Virginia.

5- That William B. Caton departed this life on May 5, 1945, intestate, and that the said William B. Caton died seized of certain real estate in Prince Georges County,Maryland, described as follows:

Lots numbered Thirty-five (35) containing 1.081 acres; Forty-five (45) containing 1.172 acres; Forty-six (46) containing .852 acres; Forty-seven (47) containing ,852 acres; Forty-eight (48) containing .852 acres; Forty-nine (49) containing .852 acres; Fifty (50) containing .852 acres; Fifty-two (52) containing .852 acres; Fifty-nine (59) containing 2.066 acres;; Sixty (60) containing 2.066 acres; Sixty-One (61) containing 1.984 acres; and Sixty-two (62) containing 3.088 acres, of CHARLES G. SCHULTZ SUBDIVISION, as per plat made by Edward L. Latimer & Son, surveyors, duly recorded among the Plat Records of Prince George's County, Maryland, in Plat Book B.B. No. 7, folio 93.

6- That the said William B. Caton, deceased, also died seized of certain real estate in Anne Arundel County, Maryland, described as follows:

Lots 17 and 18, Block 124, Section C, Herald Harbor, Anne Arundel County,Maryland.

7- That the said William B. Caton, deceased, died seized of certain real estate located in St. Mary's County, Maryland, described as follows, to wit:

All those tracts or parcels of land, situate, lying and being in the Sixth Election District of St. Mary's County, State of Maryland, called and known as "Workington Park", containing 320 acres of land, more or less, and Part Della Brooke, containing 200 acres of land, more or less, and being a portion of the land conveyed to Robert Reeder by Deed from Robert C. Combs, surviving Trustee, dated February 12, 1898, and recorded in Liber J.J.G. No. 3, Folio 350, one of the Land Records of St. Mary's County, Maryland.
The said Robert Reeder being now deceased and the said Lydia Caroline W. Reeder, the grantor in this deed, being the only child and heir at law of the said Robert Reeder. And for consideration aforesaid the said Lydia Caroline W. Reeder does hereby grant and convey unto the said William B. Caton, his heirs and assigns, in fee simple, all the rights and easements reserved by the said Robert Reeder in a deed from the said Robert Reeder to a certain John E. Copsey, dated November 27, 1911, and recorded in Liber E.B.A. No. 10, Folio 13, one of the Land Records of Saint Mary's County, Maryland, said right and easement being described as a "right to the use of the road through the farm to the River and to the use of the shore

for any purpose whatever", and also the right and easement reserved by the said Robert Reeder in deed to a certain Camillus Morgan, dated November 9th, 1914, and recorded in Liber E. B. A. No. 1e, Folio 137, one of the Land Records of Saint Mary's County, Maryland, said right and easement being described as "the right to the use of the road through this land to the river".

8- That at the death of the said William B. Caton, your plaintiff and the defendants named herein became seized of the said property as tenants in common, as the only heirs at law and next of kin of William B. Caton.

9- That the defendant, Beatrice Agnes Caton, is the surviving wife of the said William B. Caton, and your plaintiff and all the other defendants are children of the said William B. Caton, deceased.

10- That Letters of Administration may have been taken out in the Orphan's Court for Prince Georges County, Maryland, and the administratrix, Beatrice Agnes Caton,has duly qualified and given bond, as required by law.

11- That William B. Caton acquired Lots 17 and 18, Block 124, Section C. Herald Harbor, Maryland, by deed dated July 29, 1929 from Herald Harbor Co., Inc., duly recorded in the Land Records of Anne Arundel County, Maryland,August 12, 1929, in Liber F.S.R. No. 58, Folio 2.

12- That the said William B. Caton obtained Lots 35, 45, 46, 47, 48, 49, 50, 52, 59, 60, 61 and 62, of Charles G. Schultz Subdivision, Prince Georges County, Maryland, by deed dated June 13, 1940, from Charles G. Schultz and Gertrude B. Schultz, his wife, and duly recorded in the Land Records of Prince Georges County, Maryland, on June 19, 1940, in Liber No. 574, Folio 6.5.

13- That the said William B. Caton, deceased, obtained the property listed above located in St. Mary's County, Maryland, by deed dated April 1, 1931 from Lydia Caroline W. Reeder to the said William B. Caton, duly recorded in the Land Records of St Mary's County, Maryland on April 1, 1931, in Liber J.M.M. No. 7, Folio 276.

14- That the plaintiff and the defendants are now seized in fee simple, as tenants in common, of the real estate set out above in this petition, and that the said real estate is not susceptible of partition in kind, and that it is to the interest of all the parties hereto, and in order to make a division of said interests, that the said real estate be sold, and the proceeds divided according to the respective interests of all the parties.

WHEREFORE, your plaintiff prays:

1. That a decree may be passed for the sale of the said real estate, and that the proceeds of said sale may be distributed between the parties hereto according to their respective interests.

2. That the Court appoint a guardian ad litem for the infant defendants, June Elizabeth Caton, William Bernard Caton, Jr.,Beatrice Mary Caton and George Elton Caton.

3. For such other and further relief as to this Honorable Court may seem fit and proper.

May it please Your Honors to grant unto the plaintiff an Order of Publication, directed to the said defendants: Beatrice Agnes Caton, June Elizabeth Caton,William Bernard Caton, Jr., Beatrice Mary Caton and George Elton Caton, at 2528 Penna. Ave., S.E.,Washington, D. C. and to Elton W. Caton, 2710 N. Washington Boulevard, Arlington

Virginia, commanding them to be and appear in person or by solicitor, in this Court on some certain day to be named therein, to answer the premises and abide by and perform such decree and orders as may be passed therein.

And as in duty bound, etc.

ROBERT W. McCULLOUGH
808 H St., N.E.
Lincoln -2160
(Attorney for Plaintiff)

Attorney for Plaintiff

(COPY) IN THE CIRCUIT COURT FOR PRINCE GEORGES COUNTY, MARYLAND.

Holding an Equity Court

EVELYN CATON HARRIS,	)	
Plaintiff.	)	
-vs-	)	Equity No. 14-825
BEATRICE AGNES CATON, ET AL.	)	
Defendants.	)	

DECREE APPOINTING TRUSTEES FOR MAKING SALE OF REAL ESTATE.

This cause standing ready for hearing, and being submitted, the proceedings were read and considered, and it is, thereupon, this 5th day of March,1947,by the Circuit Court for Prince Georges County, Maryland, in Equity:

ADJUDGED, ORDERED and DECREED that the real property mentioned in these proceedings be sold, and that Louis P. Maniatis, William H. McGrath and Robert W. McCullough be and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceeding 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, or the Clerk thereof, in the penal sum of $15,000.00, 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 them proceed tomake the said sale, having given at least three weeks' previous notice by advertisement in a weekly newspaper published in Prince Georges County, giving notice of the time, place, manner and terms of sale, and such other notice as the Trustees may deem necessary and beneficial to the parties interested; and the terms of which sale shall be as follows:

On that portion of the property to be sold located in St. Mary's County,Maryland, and containing 520 acres more or less, there shall be a cash deposit of $1,000.00,the balance thereafter to be paid in cash upon ratification of the sale by this Court; and on that property in Anne Arundel County, Maryland, consisting of two lots at Herald Harbor, a deposit of $50.00, the balance to be paid in cash upon ratification of the sale by this Court; and on that property located in Prince Georges County, Maryland, consisting of certain lots in Charles G. Schultz Subdivision, a deposit of $500.00, the balance to be paid in cash upon ratification of the sale by this Court.

And the said Trustees shall return to this Court a full and particular account of their proceedings relative to the sale hereby authorized, 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 upon the payment of the whole of the purchase money, and not before, the

Trustee shall by good and sufficient deed, to be executed and acknowledged 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 the claim of the parties hereto, plaintiff and defendants, and those claiming by, from or under them, or any of them; and the said Trustees shall bring into this Court the money arising from said 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 the Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Consented to: CHARLES C. MARBURY, J U D G E

Louis P. Maniatis

William H. McGrath

Robert W. McCullough

(COPY) IN THE CIRCUIT COURT FOR PRINCE GEORGES COUNTY, MARYLAND

Holding an Equity Court

EVELYN CATON HARRIS,	)	
Plaintiff.	)	
VS	)	Equity No. 14-825
BEATRICE AGNES CATON, ET AL.	)	
Defendants.	)	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Robert W. McCullough, William H. McGrath and Louis P. Maniatis, Trustees, appointed by the Circuit Court for Prince Georges County, Maryland, in the above entitled cause, respectfully shows:

That after giving bond with surety for the faithful performance of the trust, and after having complied with all other pre-requisites of said decree, and after giving notice of the time, place, manner and terms of said sale by advertisement in the Enquirer-Gazette, a newspaper published in Prince Georges County, Maryland, at least three successive weeks before the day of sale, and in the Saint Mary's Enterprise, a newspaper published in Saint Mary's County, Maryland, they did, pursuant to said notice:

1- Attend at the Court House Door, at Upper Marlboro, Prince Georges County, Maryland, on Saturday, September 6, 1947, at 12:00 o'clock noon, and then and there proceed to sell the said property in the manner following, that is to say:

Said Trustees did offer at public auction to the highest bidder the property mentioned in the above styled cause, as being:

Lots 17 and 18, Block 124, Section C. Herald Harbor, Anne Arundel County, Maryland, These two lots unimproved;

and sold the same to W. L. Detwiler, at and for the sum of One Hundred Thirty ($130.00) Dollars, he being at that sum the highest bidder thereof.

2- Attend on the premises, in Charles G. Schultz Subdivision, near Clinton, Prince Georges County, Maryland, on Saturday, September 6, 1947, at 1:00 o'clock P.M., and

then and there proceed to sell the said property in the manner following, that is to say:-

Said Trustees did offer at public auction to the highest bidder the property mentioned in the above styled cause as being:

Twelve lots in Charles G. Schultz Subdivision, near Clinton Maryland, described as follows: Lots numbered Thirty-five (35) containing 1.081 acres; Forty-five (45) containing 1.172 acres; Forty-six (46) containing .852 acres; Forty-seven (47) containing .852 acres; Forty-eight (48) containing .852 acres; Forty-nine (49) containing .852 acres; Fifty (50) containing .852 acres; Fifty-two (52) containing .852 acres; Fifty-nine (59) containing 2.066 acres; Sixty (60) containing 2.066 acres; Sixty-one (61) containing 1.984 acres; and Sixty-two (62) containing 3.088 acres of the Charles G. Schultz Subdivision, as per plat made by Edward L. Latimer & Son surveyors, duly recorded among the Plat Records of Prince Georges County, Maryland, in Plat Book B. B. No. 7, folio 93;
and sold the same to the following persons, at and for the following amounts, they being at that sum the highest bidders thereof:

Lot No. 35;	W. L. Detwiler	$350.00
45;	John Stanley Kozoil	255.00
46;	John Stanley Kozoil	290.00
47;	L. C. Kelser, Jr.,	260.00
48;	J. C. Sansbury	275.00
49;	J. C. Sansbury	275.00
50;	J. C. Sansbury	310.00
52;	J. C. Sansbury	400.00
59;	Andrew Mitchell Vislosky	425.00
60;	Andrew Mitchell Vislosky	350.00
61;	John Stanley Kozoil	380.00
62;	Paul Anderson	310.00
	TOTAL	$3,880.00

-32-

Attend on the premises, on Saturday, September 6, 1947, at 3:15 o'clock P.M. the Caton farm about 1.4 miles off the main highway, approximately two miles below Mechanicsville, St. Mary's County, Maryland,-a large farm containing 522 acres, more or less, and then and there proceed to sell the said property in the manner following, that is to say:

Said Trustees did offer at public auction to the highest bidder the property mentioned in the above styled cause as being:

All those tracts or parcels of land, situate, lying and being in the Sixth Election District of St. Mary's County, State of Maryland, called and known as "Workington Park", containing 320 acres of land, more or less, and Part Della Brooke, containing 200 acres of land, more or less, and being a portion of the land conveyed to Robert Reeder, by Deed from Robert C. Combs, surviving Trustee, dated February 12, 1896, and recorded in Liber J.J.G. No. 3, Folio 350, one of the Land Records of St. Mary's County, Maryland. The said Robert Reeder being now deceased and the said Lydia Caroline W. Reeder, the grantor in this deed, being the only child and heir at law of the said Robert Reeder. And for the consideration aforesaid the said Lydia Caroline W. Reeder does hereby grant and convey unto the said William B. Caton, his heirs and assigns, in fee simple, all the rights and easements reserved by the said Robert Reeder in a deed from the said Robert Reeder to a certain John E. Copsey,

dated November 27, 1911, and recorded in Liber E.B.A. No. 10, Folio 13, one of the Land Records of St. Mary's County, Maryland, said right and easement being described as a "right to the use of the road through the farm to the River and to the use of the shore for any purpose whatever," and also the right and easement reserved by the said Robert Reeder in deed to a certain Camillus Morgan, dated November 9th, 1914, and recorded in Liber E. B. A. No. 13, Folio 137, one of the Land Records of St. Mary's County, Maryland, said right and easement being described as "the right to the use of the road through this land to the river." This property consists of approximately 125 acres of clear land and 397 acres of wood land, with a farm house and numerous outbuildings, including tobacco barn and stable; and sold the same to Andrew L. Chappelear, at and for the sum of Thirteen Thousand Eight Hundred Dollars ($13,800.00), he being at that sum the highest bidder thereof.

Robert W. McCullough,- Trustee

Louis P. Maniatis - Trustee

William H. McGrath - Trustee

DISTRICT OF COLUMBIA)
_____)ss:

I HEREBY CERTIFY that on this 13th day of November, 1947, before me, the subscriber, a Notary Public , personally appeared Robert W. McCullough, Trustee, and made oath in due form of law that the matters set forth above are true; that he personally attended said sale, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

(SEAL) C. C. BOSWELL, Notary Public, D. C.

DISTRICT OF COLUMBIA)SS

I HEREBY CERTIFY that on this 19 day of November, 1947, before me, the subscriber, a Notary Public , personally appeared William H. McGrath, Trustee, and made oath in due form of law that the matters set forth above are true, that he personally attended said sale and said sale was fairly made.

WITNESS my hand and Notarial Seal.

(SEAL) WM. N. PRESCRAVES, Notary Public

DISTRICT OF ____) ss.
COLUMBIA)

I HEREBY CERTIFY that on this 13 day of November, 1947, before me, the subscriber, a Notary Public, personally appeared Louis P. Maniatis, Trustee, and made oath in due form of law that the matters set forth above are true, that he personally attended said sale, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

(SEAL) VITGINIA EBRITE,Notary Public, D. C.

(COPY) IN THE CIRCUIT COURT FOR PRINCE GEORGES COUNTY, MARYLAND

Holding an Equity Court.

EVELYN CATON HARRIS, plaintiff.	)	
-vs-	)	Equity No. 14825
BEATRICE AGNES CATON, ET AL. Defendant.	)	

SUPPLEMENTAL REPORT ON THE SALE IN THE ABOVE ENTITLED CAUSE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. Your trustees have reported the sales conducted by them by public auction in the above entitled cause.

2. That since the date of the sale there has been submitted an offer by L. S. Weidman for the entire number of lots at Clinton, Maryland, mentioned in the Bill of Complaint, the advertisement and Report of Sale, for the sum of $5,100.00, a copy of the letter being attached to this Supplemental Report

That the grose sale price for which the lots were sold at the sale was $3,880.00.

3. Your trustees bring this matter to the attention of the Court for consideration at the time the order approving the sale is submitted to the Court.

Robert W. McCullough - Trustee

Louis P. Maniatis - Trustee

William H. McGrath, Trustee

(COPY) Phones: VI. 3277
VI 2257

Shop: Rear 127 C St. N.E.
FR. 0155

J. R. JOHNSON

Plumbing and Heating Contractor

Registered in D.C., Maryland and Virginia

Repair Work a Specialty

3166 Westover Drive S. E. Washington 20, D. C.

September 30, 1947

Mrs. W. B. Caton
2528 Pennsylvania Ave., S.E.
Washington, 20, D. C.

Dear Mrs. Caton:

In regard to the seventeen (17) acres of lots located at Clinton, Maryland, I hereby make an offer of five thousand and one hundred dollars ($5,100.00) for said lots.

Respectfully yours,

/s/ L. S. Weidman

Mitchellsville, Maryland.

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

I HEREBY CERTIFY THAT the aforegoing is a true copy of the bill of complaint, decree of court and report of sale and supplemental report of sale and order of court confirming sale in the aforegoing cause filed in the Circuit Court for Prince George's County, Maryland.

IN TESTIMONY WHEREOF, I have hereto set my hand and seal of the Circuit Court for Prince George's County, Maryland this 8th day of June, 1948.

(Court Seal)

Brice Bowie,
Clerk of the Circuit Court for
Prince George's County, Maryland.

Filed 14 November, 1949.

In the Matter of the Sale	:	No. 9252 EQUITY
of the	:	IN THE
MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF	:	FOR
GEORGE W. FORRESTER, and	:	ANNE ARUNDEL COUNTY.
REBECCA FORRESTER, his wife.	:	

: : : : : : :

ORIGINAL MORTGAGE

Mr. Clerk:

Please docket the above entitled case and file the within mortgage.

R. Bennett Darnall
Attorney named in Mortgage.

THIS MORTGAGE, Made this Twenty Sixth day September in the year nineteen hundred and forty-six, by and between George W. Forrester and Rebecca Forrester, his wife, Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and Eugenia B. Darnall, of said County and State, Mortgagee, of the Second part.

WHEREAS the said mortgagors are justly and bona fide indebted unto the said mortgagee in the full and just sum of seven thousand dollars ($7,000.) for money this day loaned them (being part of the purchase price for the property hereinafter described) which said principal sum the said mortgagors hereby agree to repay to the said mortgagee in three installments, fifteen hundred dollars ($1,500.) one year after date, fifteen hundred dollars ($1,500.) two years after date and the third installment, of four thousand dollars ($4,000.) three years after date, with interest on all of said principal sums at the rate of six per centum per annum, payable semi-annually; and to secure the prompt payment of said principal sums, with the interest thereon when and as the same may be due and payable, as aforesaid, and the performance by the said mortgagors of the several covenants herein on their part to be performed, 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, her heirs and assigns, in fee simple, all those two lots or parcels of ground situate and lying in Anne Arundel County, Maryland, and described particularly in a deed of even date herewith from Alphonso Siegert and Mary Siegert, his wife, to the said George W. Forrester and Rebecca Forrester, his wife, and recorded or intended to be recorded among the Land Records of Anne Arundel County, aforesaid, immediately prior hereto.

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

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

PROVIDED, that if the said mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of seven thousand ($7,000.) 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, of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property which taxes, 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 mortgagee, her personal representatives or assigns, or R. Bennett Darnall 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 thereby, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, her heirs personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of $200. dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee her 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 fore - closure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her personal representatives or assigns, or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor legal tender be made of said principal, costs, expenses and commission.

AND the said mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, her personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least seven thousand($7,000.) Dollars, and to cause the policy to be affected thereon, to be so framed

or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee her personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST: George W. his X mark Forrester (SEAL)

Annie E. Hall. Rebecca Forrester (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 26 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 County aforesaid, personally appeared George W. Forrester and Rebecca Forrester, his wife, the Mortgagors named in the aforesaid Mortgage and they each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Eugenia B. Darnall, the within named mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Annie E. Hall, Notary Public.

Received for record 30 September, 1946, at 3 P.M., in Liber J.H.H. No.383, folio 279,&c.,

Filed June 23, 1947.

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Eugenia B. Darnall under the Mortgage to her from George W. Forrester and Rebecca Forrester, his wife, dated the 26th day of September, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 383, Folio 279 etc., said Mortgage having been in default since March 25, 1947.

Principal amount of Mortgage-	$7,000.00
Interest from 9/26/46 to date of same	350.00
Balance due	$7,350.00

Eugenia B. Darnall

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of July, 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 EUGENIA B. DARNALL and made oath in due form of law that the foregoing is a true statement of the amount remaining due her on her Mortgage Claim described herein and that she has not received any security or any satisfaction therefore other than the deed of mortgage in said statement mentioned.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Lorraine S. Muhlmeister-

My Commission expires: May 2nd, 1949. Notary Public

Filed July 22, 1947

CLAIM OF SECOND MORTGAGEE

THIS SECOND MORTGAGE, Made this Twenty-Sixth day of September in the year nineteen hundred and forty-six, by and between George W. Forrester and Rebecca Forrester, his wife, Mortgagors of Anne Arundel County, and State of Maryland, of the first part, and Alphonso Siegert and Mary Siegert, his wife, of said County and State, Mortgagors of the second part.

WHEREAS the mortgagors are justly and bona fide indebted unto the said mortgagees in the full and just sum of forty-five hundred dollars ($4500.) for money loaned them (being part of the purchase price for the property hereinafter described) which said principal sum the said mortgagors hereby agree to repay to the said mortgagees three years after date, with interest thereon at the rate of six per centum per annum, payable semi-annually; and to secure the prompt payment of said principal sums with the interest thereon when and as the same may be due and payable, as aforesaid, and the performance by the said mortgagors of the several covenants herein on their part to be performed, 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 Mortgagees, their heirs and assigns, in fee simple, all those two lots or parcels of ground situate and lying in Anne Arundel County, aforesaid, and described in a deed from said Alphonso Siegert and Mary Siegert,his wife, to the said George W. Forrester and Rebecca Forrester, his wife, of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, aforesaid, prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcels 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 forty-five hundred ($4500.) 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 R. Bennett Darnall, 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 $100. dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a

Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors.

Test: George W. his X mark Forrester (SEAL)

Annie E. Hall Rebecca Forrester (SEAL)

State of Maryland, Anne Arundel county, to wit;

I Hereby Certify, that on this 26 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 County aforesaid, personally appeared George W. Forrester and Rebecca Forrester, his wife, the Mortgagors named in the aforegoing Mortgage and they each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Alphonso Siegert and Mary Siegert, his wife, the within named mortgagees, and made oath in due form of law that the considerations set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal,
(Notary Seal) Annie E. Hall, Notary Public

Filed 30 September, 1946, at 3 P.M., Recorded in Liber J.H.H. No. 383, folio 281.

Filed July 22, 1947.

JAMES C. MORTON, JR., Solicitor,
Annapolis,Maryland.

MORTGAGE SALE of valuable

Tobacco Farm located between Lothian and Owensville in First Election District of Anne Arundel County.

Under and by virtue of the powers and authority in a mortgage from George W.Forrester and Rebecca Forrester, his wife, dated September 25, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 383, Folio 279,etc., (default having occurred thereunder) The undersigned attorney named in the mortgage will sell at Public Auction at the Court House door, Annapolis, Maryland on TUESDAY, JULY 22, 1947 at 11:00 A.M.

ALL those two tracts of land and improvements situate in the First Election District of Anne Arundel County more particularly described as follows:

BEGINNING for the first at a post in the low grounds of a branch and in or near the land of Dr. C.M.Cheston, and run S. 13 degrees 10' E. 16.64 perches to a post; thence S. 42 degrees 36' E. 4.88 perches; S. 26 degrees E. 9.68 perches; S. 36 degrees 15' E. 16.88 perches; S. 44 degrees 30' E. 9.44 perches; S. 3 degrees 25' E. 45 perches to a corner of the garden: S. 2 degrees 36' W. 12 1-3 perches to a gate post; S. 14 degrees 20' W. 21.84 perches to a post neat a corn house; S. 11 degrees E. 10 1/8 perches to a fence post; S. 20 degrees 30' W. 24.92 perches; S. 61 degrees 30' E. 25.08 perches to a stone boundary of the Fenwick farm; S. 87 degrees 45' E. 58-1/8 perches to a stone; N. 67 degrees 24' E. 42-3/4 perches; N. 29 degrees 12' E. 148 perches to a stone on the south side of the road leading from Sudley to Owensville; thence with the lines as surveyed by John Duvall in 1845 N. 8 degrees E. 2 3/4 perches to a stone; N. 88 degrees 30' W. 64¼ perches to a gum tree; N. 73 degrees 45' W. 49¼ perches to an elm tree; N. 55 degrees W. 29 perches to a stone; N. 85 degrees W. 20 perches to an oak tree and stone; S. 66 degrees 15' West 24 3/4 perches to a stone; S. 29 degrees 15' W. 18 perches to the place of beginning; estimated to contain 121 acres of land, more or less.

The said property above described being part of the tract of land described in a deed from Oscar Lynn Siegert and wife to the said Alphonso Siegert and Mary Siegert, his wife, dated January 18, 1946 and recorded among the Land Records of Anne Arundel County, aforesaid, in Liber J.H.H. No. 351, folio 29.

Saving and excepting therefrom the tract of 51.84 acres conveyed by the said Alphonso Siegert and wife to Robert Forrester by deed dated March 7, 1946 and recorded J.H.H. No.353 folio 361. Also excepting the tract of land of 2 17-100 acres conveyed by Oscar Lynn Siegert and wife to Mary G. Brooke by deed dated December 26, 1940 and recorded as aforesaid in Liber J.H.H. No. 229, folio 481.

Beginning for the second at the end of the north 16 degrees 30' W. 322 foot line of a conveyance from Cornelia Hall Ensor and others to Alphonso Siegert and wife by deed dated July 21, 1939 and recorded in the Land Records of Anne Arundel County in Liber J.H.H. No. 203 folio 389; said point also being located S. 69 degrees 51' E. 22 feet from the centre of a 36 inch dead sycamore tree; and running from the beginning point so fixed and with what is used as part of the east boundary line of the aforementioned conveyance the following five courses and distances, with a fence line; S. 11 degrees 34' E. 221 feet, S. 31 degrees 16' E. 532 ft; S. 49 degrees 34' E. 137 feet; S. 10 degrees 24' E. 274 ft; and S. 02 degrees 58' east 446 ft to a locust fence post; thence running across the whole tract the following

seven courses and distances with a fence line: S. 56 degrees 49' W. 48 feet; S. 71 degrees 59' W. 149 feet; S. 63_ 305 feet; S. 39 degrees 36' W. 146 feet; S. 79 degrees 30' W. 111 ft; N. 80 degrees W. 308.5 feet and N. 69 degrees 22' W. 145.5 ft. to the edge of a farm road; thence still running across the whole property and with the north edge of said road, N. 61 degrees 18' W. 398.5 feet to a tree at a fence corner in the west outline of the whole tract; thence with part of same N. 19 degrees 10' E.989 feet to a locust post set at a fence corner; thence leaving said west outline and running across a field, north 25 degrees 20' East 717 feet to a stake set in the north line of the whole tract; thence with same and with the general line of the fence south 69 degrees 51' east 312 ft. to the place of beginning.

Containing 44.25 acres and being the northern part of the above mentioned conveyance from Ensor to Siegert and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in September, 1946.

Being part of the property described in a deed from Cornelia Hall, et al. to Alphonso Siegert and Mary Siegert, his wife, dated July 21, 1939, and recorded among the Land Records of Anne Arundel County aforesaid, in Liber J.H.H. No. 203, folio 389.

This is a good tobacco farm improved by two small houses and a large comparatively new tobacco barn which would probably cost $5,000 if built today. For particulars see or call James C. Morton, Jr., 12 Church Circle, Annapolis, Maryland, phone 6670.

TERMS OF SALE: $1,000 cash deposit at time of sale, $3,000 cash payable upon ratification of sale, and balance in cash on date of settlement, or a mortgage up to $4,000 may be obtained at 6% interest. Taxes and other charges to be adjusted to day of sale.

R. BENNETT DARNALL,

GEORGE SCIBLE. Auctioneer. Attorney-named in-mortgage. Jy.17.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 21, 1947.

We hereby certify, that the annexed Mortgage Sale-George W. Forrester, etc. was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Maryland, once a week for 4 successive weeks before the 18th day of July, 1947. The first insertion being made the 26th day of June, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,

By Lillie L. French.

Filed July 22", 1947

EAGLE INDEMNITY COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS, That we, R. Bennett Darnell, 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 Ninety-one Hundred ($9100.00) 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 22nd day of July, Nineteen Hundred and 47.

WHEREAS, by virtue of a power of sale contained in a mortgage from George W.

Forrester and Rebecca Forrester, to Eugenia B. Darnall bearing date on or about the 26th day of September Nineteen Hundred and forty-six the said R. Bennett Darnall, 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 R. Bennett Darnall, Atty.-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 R. Bennett Darnall, 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.

Witness: R. Bennett Darnall (SEAL)

Katharine H. McCutchan, EAGLE INDEMNITY COMPANY.

(Corporate Seal) By: Benjamin Michaelson,

Approved this 22nd day of July, 1947 Atty.-in-Fact.

Filed July 22, 1947.

AUCTIONEER'S and PURCHASER'S CERTIFICATE

I Hereby certify that I have this 22nd day of July, 1947, sold the within described property to Denton Ray Zepp, at and for the sum of $9000.00 he being at that figure the highest bidder therefore; and I hereby further certify that said sale was fairly made.

George W Scible, Auctioneer.

I hereby certify that I have this 22nd day of July, 1947, purchased the within described property from R. Bennett Darnall, Attorney-named-in-Mortgage, at and for the sum of $9000.00, and I hereby agree to comply with the terms of said sale as set forth in the attached advertisement of sale.

Denton Ray Zepp, (SEAL)

Filed July 22", 1947.

REPORT OF SALE

The Report of R. Bennett Darnall, Attorney-named-in-Mortgage, respectfully shows:

That after giving Bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper published in the County of Anne Arundel County for twenty days before the sale, he did, pursuant to said notice attend at the Court House door in the City of Annapolis, on the 22nd day of July, 1947, at 11:00 a.m. and then and there proceeded to sell said real estate mentioned in these proceedings as follows:

All that parcel of ground situate in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the first at a post in the low grounds of a branch and in or near the outline of the land of Dr. C. M. Cheston and run S. 13 degrees 10' E. 16.64 perches to a post; thence S. 42 degrees 30' E. 4.88 perches; S. 26 degrees E. 9.68 perches; S. 36 degrees 15' E. 16.88 perches; S. 44 degrees 30' E. 9.44 perches; S. 3 degrees 25' E. 45 perches to a corner of the garden; S. 2 degrees 30' W. 12 1/3 perches to a gate post; S. 14 degrees 20'

W. 21.84 perches to a post near a corn house; S. 14 degrees E. 10 1/8 perches to a fence post; S. 20 degrees 30' W. 24.92 perches; S. 61 degrees 30' E. 25.08 perches to a stone boundary of the Fenwick farm; S. 87 degrees 45' E. 58 1/8 perches to a stone; N. 67 degrees 24' E. 42 3/4 perches; N. 29 degrees 12' E. 148 perches to a stone on the south side of the road leading from Sudley to Owensville; thence with the lines as surveyed by John Duvall in 1845 N. 8 degrees E. 2 3/4 perches to a stone; N. 88 degrees 30' W. 64¼ perches to a gum tree; N. 73 degrees 45' W. 49¼ perches to an elm tree; N. 55 degrees W. 29 perches to a stone; N. 85 degrees W. 20 perches to an oak tree and stone; S. 66 degrees 15' West 24 3/4 perches to a stone; S. 29 degrees 15' W. 18 perches to the place of beginning; estimated to contain 121 acres of land, more or less.

The said property above described being part of the tract of land described in a deed from Oscar Lynn Siegert and wife to the said Alphonso Siegert and Mary Siegert his wife, dated January 18, 1946, and recorded among the Land Records of Anne Arundel County, aforesaid, in Liber J.H.H. No. 351, folio 29.

Saving and excepting therefrom the tract of 51.84 acres conveyed by the said Alphonso Siegert and wife to Robert Forrester by deed dated March 7th, 1946, and recorded J.H.H. No. 353, folio 361. Also excepting the tract of land of 2 17/100 acres conveyed by Oscar Lynn Siegert and wife to Mary G. Brooke by deed dated December 26th, 1940, and recorded as aforesaid in Liber J.H.H. No. 229, folio 481.

BEGINNING for the second at the end of the north 16 degrees 30' W. 322 foot line of a conveyance fromCornelia Hall Ensor and others to Alphonso Siegert and wife by deed dated July 21, 1939, and recorded in the Land Records of Anne Arundel County in Liber J.H.H. No. 203, folio 389, said point also being located S. 69 degrees 51' E. 22 feet from the centre of a 36 inch dead sycamore tree; and running from the beginning point so fixed and with what is used as part of the east boundary line of the aforementioned conveyance the following five courses and distances, with a fence line; S. 11 degrees 34' E. 221 feet, S. 31 degrees 16' E. 532 ft; S. 49 degrees 34' E. 137 feet; S. 10 degrees 24' E. 274 ft; and S. 02 degrees 58' east 446 ft. to a locust fence post; thence running across the whole tract the following seven courses and distances with a fence line; S. 56 degrees 49' W. 48 feet; S. 71 degrees 59' W. 149 feet; S. 63 degrees 22' W. 305 feet; S. 39 degrees 36' W. 146 feet; S. 79 degrees 30' W. 111 ft; N. 80 degrees 40' W. 308.5 feet and N. 69 degrees 22' W. 145.5 feet to the edge of a farm road; thence still running across the whole property and with the north edge of said road, N. 61 degrees 18' W. 398.5 feet to a tree at a fence corner in the west outline of the whole tract; thence with part of same N. 19 degrees 10' E. 989 feet to a locust post set at a fence corner; thence leaving said west outline and running across a field, north 25 degrees 20' East 717 feet to a stake set in the north line of the whole tract; thence with same and with the general line of the fence south 69 degrees 51' east 312 ft. to the place of beginning.

CONTAINING 44.25 acres and being the northern part of the above mentioned conveyance from Ensor to Siegert and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in September, 1946.

He offered said premises for sale and sold same to Denton Ray Zepp, at and for

the sum of NINE THOUSAND DOLLARS ($9,000.00), he being then and there the highest bidder for said property.

AND as in duty bound, etc.,

R. Bennett Darnall,

Attorney-named-in- Mortgage.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of July, in the year nineteen hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared R. BENNETT DARNALL, Attorney-named-in-Mortgage, and made oath in due form of law that the matters and facts set forth in the within REPORT OF SALE, are true to the best of his knowledge and belief and that the sale was fairly made.

(Notarial Seal) Lorraine S. Muhlmeister-Notary Public.

My Commission expires: May 2nd, 1949

Filed July 22,1947.

ORDER NISI.

ORDERED, this 22" day of July, 1947, That the sale of the property mentioned in these proceedings made and reported by R. Bennett Darnall, Attorney-named-in-Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23" 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 23" day of August next.

The report states that the amount of sales to be $9,000.00.

John H. Hopkins, 3rd, Clerk.

Filed 22 July, 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 21, 1947

We hereby certify, that the annexed Order Nisi GEORGE W. FORRESTER 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, 1947. The first insertion being made the 31st day of July, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,

By Shirley McDonald.

Filed October 20", 1947.

ORDER OF COURT

The exceptions filed by Denton Ray Zepp, the purchaser of the property mentioned in these proceedings, to the ratification of the mortgage sale made by R. Bennett Darnall, Attorney, to him, on July 22, 1947, 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 20th day of November, 1947, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED and ORDERED that said exceptions, and each and every one of them, be, and the same are hereby, overruled; and that the exceptant pay the costs pertaining thereto.

It is thereupon, this 20th day of November, 1947, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED and ORDERED that said exceptions, and each and every one of them, be, and the same are hereby, overruled; and that the exceptant pay the costs pertaining thereto.

And, it appearing that the order nisi passed July 22, 1947, has been duly published, and no good cause to the contrary having been shown, it is further ADJUDGED and ORDERED that said sale be, and the same is hereby, finally ratified and confirmed, and that the attorney named in the mortgage be, and he is hereby, allowed the usual commissions and such expenses as he shall produce vouchers for, to the auditor.

James Clerk , Judge.

Filed November 20", 1947.

	:	IN THE
Denton Ray Zepp	:	COURT OF APPEALS
vs	:	OF MARYLAND
R. Bennett Darnall, Attorney	:	OCTOBER TERM, 1947
named in mortgage	:	No. 186

; ; ; ; ; ;

MANDATE.

THE APPEAL, in this case, standing ready for hearing, was argued by counsel for the respective parties, and the proceedings have since been considered by the Court.

It is thereupon, this 7th day of July, 1948, by the COURT OF APPEALS OF MARYLAND, and by the authority thereof, adjudged, and ordered that the order of the Circuit Court for Anne Arundel County, dated the 18th day of November, 1947, be and the same is hereby reversed and cause remanded, with costs.

OGLE MARBURY

Chief Judge for the Court.

Filed: July 8, 1948.

Filed July 19, 1948.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

IN THE MATTER OF THE	:	
SALE OF THE	:	
MORTGAGED REAL ESTATE	:	No. 9252 EQUITY
OF GEORGE W. FORRESTER AND	:	
REBECCA FORRESTER, his wife.	:	

O R D E R O F C O U R T

The exceptions filed by Denton Ray Zepp, the purchaser of the property mention_ in these proceedings to the ratification of the mortgage sale made by R. Bennett Darnall, attorney, to him on July 22, 1947, coming on for further hearing pursuant to the mandate of the Court of Appeals filed herein on July 19, 1948, and being submitted, testimony was taken in open court, counsel were heard, and the proceedings read and considered.

It is thereupon, this ninth day of September, 1948, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged and ordered that the exceptions of the said R. Bennett Darnall, attorney, to the admissibility of the papers in Equity Case No. 9430, this Court, be, and the same are hereby sustained, and that said papers be, and the same are hereby, stricken from the testimony so taken.

And it is further adjudged and ordered that the exceptions filled by Denton Ray Zepp to the ratification of the mortgage sale made by the said R. Bennett Darnall, attorney, to him, on July 22, 1947, and each and every one of them, be, and the same are

hereby overruled.

And, it appearing that the order nisi passed herein on July 22, 1947, has been duly published and no good cause to the contrary having been shown, it is further adjudged and ordered that said sale be, and the same is hereby, finally ratified and confirmed, and that the attorney named in the mortgage be, and he is hereby allowed the usual commissions and such expenses as he shall produce vouchers for, to the auditor.

James Clark, Judge.

Filed September 9", 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. October 5, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of George W. Forrester and Rebecca Forrester, his wife, in ac.

To Attorney for Fee, viz:	200.00	
To Attorney for Commissions, viz:	300.00	500.00
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	22.50	51.25
To Attorney for Expenses, viz:		
Capital-Gazette Press -advertising sale	74.00	
Capital-Gazette Press- handbills and tax	17.25	
Capital-Gazette Press-Order Nisi (Sale)	5.35	
Capital-Gazette Press -Order Nisi (Acct.)	5.00	
Eagle Indemnity Co.- bond premium	36.40	
George W. Scible- auctioneer's fee	26.00	
One-half Federal revenue stamps	4.95	
One-half State revenue stamps	4.95	
Henry M. Murray, Agent,-fire insurance premiums and vacancy permits paid by mortgagee during pendency of appeal	28.54	
Lorraine D. Muhlmeister- notary fees	1.50	203.94
To Attorney for Expenses in connection with exceptions appeal from Decree of 11/20/47, and final hearing, viz:		
Clerk of Court-additional costs (exceptions)	8.50	
Clerk of Court - " " (final hearing)	6.50	
Jos. W. Alton-Sheriff's costs (exceptions)	3.00	
Jos. W. Alton-Sheriff's costs- (final hearing)	2.50	
Clerk of Court-certified copies	20.35	
Elmer C. Forand, Jr.-stenographic record	98.10	
Clerk of Court-transcript of record	52.00	

Juliet D. Strahorn-stenographic costs (final hearing)	5.00	185.95
Clerk of Court of Appeals- costs	10.00	
Appellant's Solicitors' appearance fee	10.00	
Appellee's Solicitor's appearance fee	10.00	
Appellant's brief	252.67	
Appellee's brief	339.02	621.69
To Attorney for Taxes, viz:		
1947 State and County taxes ($79.42-adjusted to 7/22/47)		44.55
To Eugenia B. Darnall, mortgagee,- in full for mortgage claim filed		7,350.00
To Alphonso Siegert and Mary Siegert, his wife-this balance on acct. second mortgage claim		32.62
		9,000.00

WITH R. Bennett Darnall, Attorney named in Mortgage Cr,

1947

July 22 Proceeds of Sale 9,000.00

Filed October 7, 1948

ORDER NISI

ORDERED, This 7" day of October, 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 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 9" day of November next.

John H. Hopkins, 3rd, Clerk.

Filed October 7, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md.,November 8, 1948

We hereby certify, that the annexed Order Nisi- Eq. #9252 Auditors Account George W. Forrester- 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, 1948. The first insertion being made the 14th day of October, 1948.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

Filed November 9, 1948

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 10th day of November, 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.

Benjamin Michaelson,

Judge.

Filed November 10, 1948

BILL OF COMPLAINT.

JAMES HICKS and EVELYN HICKS, his wife, and JAMES L. HICKS, CALVIN M. HICKS, ELVA G. HICKS, and LINDA JOYCE HICKS, infants, by EVELYN HICKS, Mother and next friend; 89 Washington St. Annapolis, Maryland	:	NO. 9715 Equity
vs.	:	IN THE CIRCUIT COURT FOR
JAMES L. HICKS, CALVIN M. HICKS, ELVA G. HICKS and LINDA JOYCE HICKS, infants and JOSEPH B. HICKS and THERSA HICKS, his wife, 89 Washington St.Annapolis,Maryland.	:	ANNE ARUNDEL COUNTY.

The Bill of Complaint of James Hicks and Evelyn Hicks, his wife, and James L. Hicks, Calvin M. Hicks, Elva G. Hicks and Linda Joyce Hicks, infants, by Evelyn Hicks, Mother and next friend, respectfully represents unto your Honors:

1st: That by Deed dated September 28, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 270 folio 82, Harry Ivrey and Tillie Ivrey, his wife, conveyed unto Evelyn Hicks, James L. Hicks, Calvin M. Hicks and Elva G. Hicks, a lot of ground situate on the northwest side of Washington Street, in the City of Annapolis,Maryland, and therein more particularly described by metes and bounds, courses and distances. Said original Deed being herewith filed and marked Complainant's Exhibit No. 1. That the said Evelyn Hicks together with her husband, James M. Hicks, conveyed their one--fourth,undivided interest, in said property to the said Linda Joyce Hicks, by Deed dated March 26, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 396 folio 397, said original Deed being herewith filed and marked Complainant's Exhibit No. 2.

2nd: That your Complainant's have entered into a Contract of Sale with the said Joseph B. Hicks and Thersa Hicks, his wife, to purchase said property situate on the Northwest side of Washington Street, Annapolis, Maryland, for the sum of Eight Thousand Five Hundred Dollars, which your Complainants are advised and therefore aver is a fair and reasonable price for said property and it would be for the best interest and advantage of both the infants and the complainants that the aforesaid No. 89 Washington Street be sold to the said Joseph B. Hicks and Thersa Hicks, his wife and the Contract of Sale be ratified. The Complainants filed herewith a copy of said Contract of Sale,marked Complainant's Exhibit No. 3.

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 consummating the same and transferring the estate of said infants, James L. Hicks, Calvin M. Hicks, Elva G. Hicks and Linda Joyce Hicks, and the other parties in interest to the Vendees.

(c) That the proceeds of sale may be brought into Court for distribution under its order in accordance with respective rights and interests of the parties hereto.

(d) That your complainants and respondents may have such other and further relief as their case may require.

May it please your Honor to grant unto the complainants the writ of subpoena, directed to the respondents commanding and directing them 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.,

William W. Townshend, Jr.,

Solicitor for Complainants.
South St., Annapolis, Md.

Filed June 14", 1949

COMPLAINANT'S EXHIBIT NO. 1. EXHIBIT A, EXAMS. J.D.S.

(INT.REV.STAMPS $ .30¢)(MD. STATE STAMPS $2.80)

D E E D

NO TITLE EXAMINATION MADE.

THIS DEED, made this 25th day of September, 1942, by and between HARRY IVREY and TILLIE IVREY, his wife, of the first part, and EVELYN HICKS, JAMES L. HICKS, CALVIN M. HICKS, and ELVA G. HICKS, of the second part, all of Anne Arundel County and State of Maryland, WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations them thereunto moving, the receipt of which is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said EVELYN HICKS, JAMES L. HICKS, CALVIN M. HICKS and ELVA G. HICKS, as tenants in common, their heirs and assigns, in fee simple. all that lot of ground situate on the northwest side of Washington Street, Annapolis, Maryland, and described as follows:

BEGINNING for the same at a point on the northwest side of Washington Street, at the southeast corner of the lot of ground which was owned by Edward Johnson on May 22, 1883, at the distance of 25 feet from Monument Street and running southerly with the line of said Washington Street 25 feet; thence in a straight line and at right angles with Washington Street westerly 94 feet 6 inches; and from thence 25 feet in a northerly direction in a line parallel with said Washington Street; and thence at right angles with the said last-mentioned line and in a straight line 94 feet 6 inches more or less, to the place of beginning.

BEING the same property which was conveyed to the said Harry Ivrey by George B. Woelfel, Assignee, by deed dated March 31, 1934, and recorded among the Land Records of Anne Arundel County aforesaid in Liber W.M.B. No. 131, folio 139.

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

TO HAVE AND TO HOLD the said lot of ground and premises 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 EVELYN HICKS, JAMES L. HICKS, CALVIN M. HICKS and ELVA G. HICKS, as tenants in common, 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 that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of said grantors.

WITNESS:

Grace E. Roth	as to	Harry Ivrey	(SEAL)
Grace E. Roth as to	as to	Tillie Ivrey	(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of September, 1942, before me, the subscriber a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared HARRY IVREY and TILLIE IVREY, his wife, the within-named grantors, and acknowledged the foregoing deed to be their deed and act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Grace E. Roth; Notary Public.

Recorded 29 September,1942, at 2:15 P.M.,in Liber J.H.H. No. 270,folio 82.

Complainant's Exhibit No.2,Exams. Exh. B.

D E E D

No stamps required. A.J.G. NO TITLE EXAMINATION MADE

THIS DEED, made this 26th day of March, 1947, by and between EVELYN HICKS and JAMES M. HICKS, her husband, of the first part, and LINDA JOYCE HICKS, of the second part, all of Anne Arundel County and State of Maryland, WITNESSETH:

THAT for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations them thereunto moving, the receipt of which is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said LINDA JOYCE HICKS, all the right, title and interest of the said EVELYN HICKS, the same being a one-fourth, undivided interest, in and to all that lot of ground situate on the northwest side of Washington Street, Annapolis, Maryland, and described as follows:

BEGINNING for the same at a point on the northwest side of Washington Street at the southeast corner of the lot of ground which was owned by Edward Johnson on May 22,1883, at the distance of 25 feet from Monument Street, and running southerly with the line of said Washington Street 25 feet; thence in a straight line and at right angles with Washington Street westerly 94 feet 6 inches; and from thence 25 feet in a northerly direction in a line parallel with said Washington Street; and thence at right angles with the said last-mentioned line and in a straight line 94 feet 6 inches, more or less, to the place of beginning.

BEING the same property which was conveyed to Evelyn Hicks, et al., by Harry Ivrey and wife by deed dated September 28,1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 270, folio 82.

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 all the right, title and interest of the said EVELYN HICKS,the same being a one-fourth, undivided interest, in and to 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 LINDA JOYCE HICKS, 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.

AS WITNESS the hands and seals of said grantors.

WITNESS: EVELYN HICKS, (SEAL)

As to both. Grace R. Hartge JAMES M. HICKS, (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 26th day of March, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared EVELYN HICKS and JAMES M. HICKS, her husband, the within-named grantors, and acknowledged the foregoing deed to be their deed and act.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Grace R. Hartge; Notary Public.

Recorded 26 March,1947,at 2:45 P.M.,in Liber J.H.H. No. 396,folio 397.

Filed June 14, 1949

COMPLAINANT'S EXHIBIT NO. 3. EXAMS. EHX. C. J.D.S.

CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 29th day of March, 1949, by and between Jumbo Hicks, of the first part, hereinafter called Vendor, and Joseph B. Hicks 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 Sixth Election District of Anne Arundel County, Maryland, and described as follows:

Property known as 89 Washington Street, Annapolis, Maryland.

At and for the price of Eighty Five Hundred Dollars, of which Five Hundred Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Purchaser to obtain first trust in amount of $5000 or more @ 6% interest per annum payable $55.10 per month, and seller agrees to take back second trust in amount of $2,800.00 @ 6% interest per annum payable $33.31 per month.

Total monthly payments to be $88.41.

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 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 James E. Tucker, 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:	JOSEPH B. HICKS	(SEAL)
	TERESA HICKS	(SEAL)
James E. Tucker	JAMES HICKS	(SEAL)
	EVELYN HICKS	(SEAL)

Filed 14 June, 1949

ooo

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER.

To the Honorable, the Judges, of said Court:

The Petition of William W. Townshend, Jr., Attorney and Solicitor, respectfully represents:

First: That this Honorable Court has obtained jurisdiction over the infants, James L. Hicks, Calvin M. Hicks, Elva G. Hicks and Linda Joyce Hicks, defendants, as evidenced by the return of Joseph Alton, Sheriff, and as will appear more fully by reference to these proceedings.

Second: That the said infants have no legal guardian.

WHEREFORE your Petitioner prays that this Honorable Court appoint a guardian ad liten to appear and answer for said infants and suggests that Louis Strauss who has no interest whatsoever in this suit be appointed guardian ad litem.

And as in duty bound,

William W. Townshend, Jr.,

Solicitor for Complainants

Filed June 23", 1949

O R D E R

Upon the aforegoing Petition, it is this 3rd day of June, 1949, by the Circuit Court for Anne Arundel County, in Equity, ordered that Louis Strauss be and he is hereby appointed Guardian ad litem for the infant defendants named in the aforegoing petition, and is hereby directed to appear and file in their behalf.

Benjamin Michaelson, Judge.

Filed July 5", 1949.

A N S W E R

The answer of Joseph B. Hicks and Theresa Hicks, Defendants named in the Bill of Complaint in this Court against them exhibited, by Ridgely P. Melvin, Jr., their attorney, respectfully represents unto your Honors:

1. That they admit the allegations contained in paragraph one of said Bill of Complaint.

2. That they neither admit or deny the allegations contained in paragraph two of said Bill of Complaint, but put the Plaintiffs upon strict proof thereof.

Having answwred said Bill of Complaint, they pray to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

RIDGELY P. MELVIN, JR.,

Attorney for Defendants.

Filed June 29", 1949.

J.H.H. No. 66 Equity

ooo

(EQUITY SUBPOENA)

THE STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: No. 9715 EQUITY.

To James L. Hicks, Calvin M. Hicks, Elva G. Hicks and Linda Joyce Hicks, infants; Joseph B. Hicks and Thersa Hicks, his wife, 89 Washington St. Annapolis, Md.

GREETING :

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of July next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of James Hicks & wife, et al, 89 Washington St., Annapolis, Md. against you exhibited in the Circuit Court for Anne Arundel County. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable James E. Boylan, Jr., Chief Judge of the Fifth Judicial Circuit of Maryland the 2" day of May, 1949. Issued the 14" day of June, 1949.

TO THE DEFENDANT(S):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena, Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named; Complainant(s) may obtain a decree PRO CONFESSO against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name: William W. Townshend, Jr., Address Annapolis, Md.

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

Filed June 23", 1949

ANSWER OF GUARDIAN AD LITEM

TO The Honorable, the Judges of said Court:

The Answer of James L. Hicks, Calvin M. Hicks, Elva G. Hicks and Linda Joyce Hicks, infant defendants named in the Bill of Complaint in this suit against them exhibited by Louis Strauss, the duly appointed guardian ad litem, represectfully representa unto your Honors:

That These defendants being infants under the age of 21 years, can neither admit nor deny the allegations set forth in said Bill of Complaint and therefore submits their rights to the protection of this Honorable Court.

And as in duty bound.

Louis Strauss,

Guardian ad litem.

Filed June 29, 1949.

PETITION TO TAKE TESTIMONY

To the Honorable, the Judges of said Court.

The Petition of the Complainants, by William W. Townshend, Jr., their Attorney, respectfully shows:

First: That the infant defendants, James L. Hicks, Calvin M. Hicks, Elva G. Hicks and Linda Joyce Hicks, have been duly summoned.

Second: That an answer has been filed for the infant defendants, James L. Hicks, Calvin M. Hicks, Elva G Hicks, and Linda Joyce Hicks, by their guardian ad

litem, and this cause is now ready for the taking of testimony in support of the allegations in the bill of complaint.

WHEREFORE, 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.

29 June

William W. Townshend, Jr.,

O R D E R

ORDERED, this 5th day of July, in the year 1949, by the Circuit Court for Anne Arundel County, in Equity, that the Petitioners be and they are authorized to take testimony in support of the allegations of the Bill of Complaint before one of the standing Examiners of this Court.

Benjamin Michaelson, Judge.

Filed June 29, 1949

TESTIMONY ON BEHALF OF THE PLAINTIFFS.

PRESENT:

Mr. William W. Townshend,Jr., Solicitor for Plaintiffs.

Ridgely P. Melvin, Solicitor for Defendants.

Louis M. Strauss, Guardian-ad-Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

T. Carroll Worthington,----------2 to 3

Evelyn Hicks,----------4 to 6

James Hicks,----------7 to 8

Mr. Clerk:- Please file. Jno.S. Strahorn, Examiner

COSTS:

JDS-----$5.00
JSS-----$8.00

T. Carroll Worthington,a witness of lawful age, being first duly sworn,deposes and says:-

(Townshend)

1. State your name, address and occupation?

A. T. Carroll Worthington,-Realtor,Towns-Worth Building,Annapolis, Md.

2. As a Realtor do you have occasion to make appraisals of properties in Annapolis?

A. I do

3. Did you have occasion to visit the property known as 89 Washington st.,Annapolis, for the purpose of appraising same?

A. I did, just about a month ago.

4. Will you describe that property?

A. The lot is 25X75, improved by a dwelling of six rooms and bath,hot water heat,basement under the kitchen absestos siding and tin roof in very good condition.

5. What, in your opinion, is a fair appraisal of that property, the fair market value of it today?

A. $7,500.

6. Would you say a Contract of Sale for $8500 would be a fair and reasonable price for the property?

A. Very fair.

7. Do you know the parties to this suit, James H. and Evelyn Hicks?

A. Yes I do.

8. Do you know whether or not James L. Hicks, Calvin L. Hicks, Elva G. Hicks and Linda J. Hicks are the children of James Hicks and Evelyn Hicks?

A. I understand they are.

9. You understand this property is titled under the named of the infants just named?

A. That's right.

10. Do you think it is to the best interest and advantage of the infants to sell this property 89 Washington st. for the sum of $8,500?

A. I think it is the right thing to do, especially as the market has been going off.

11. Do you feel that this property is susceptible of partition in kind among these infant owners?

A. No, it could not be divided.

12. It is then to the advantage of all parties to sell it and divide the money?

A. Yes it is.

13. And especially for the benefit of the infant defendants?

A. Yes.

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

A. Nothing more.

T. Carroll Worthington.

Evelyn Hicks, a witness of lawful age, one of the plaintiffs, being first duly sworn, deposes and says:-

(Townshend)

1. State your name and residence?

A. Evelyn Hicks, Parole, Anne Arundel County., Md.

2. You are the wife of James Hicks?

A. Yes

3. Do you recall when you were married?

A. In 1932.

4. There were children born as a result of your marriage?

A. Yes.

5. Will you give their names and ages?

A James Lionel, 15 years old
Calvin M. 13 years old
Elva G. 10 years old
Linda Joyce, 2 years old.

6. Are these children all under 21 years of age?

A. Yes they are.

7. And the ages you have given are their ages as of today?

A. Yes.

8. Did you and your husband acquire a lot of ground and the improvements known as 89 Washington st., Annapolis, Md.?

A. Yes.

9. Do you recakk the approximate date?

A. September 28th, 1942.

10. And that's the date by which you and James L. Hicks, Calvin M. Hicks and Elva G. Hicks acquired 89 Washington st., from Harry Ivrey and Tillie Ivrey, his wife, by deed dated September 28th, 1942?

A. Yes it is.

11. This deed is recorded among the Land Records of Anne Arundel County in JHH 270, folio 82.

°°°°°°°°°°°°°°°°Offered as Exam. Exh. A

A. Yes it is.

12 I notice that the infant, Linda J. Hicks is not mentioned in that deed from Harry Ivrey and wife, why was that?

A. She was born later.

13. After the birth of Linda did you convey your interest in the property mentioned in these proceedings to Linda Joyce Hicks?

A. Yes I did so all of the children would have an equal share.

14. Did you convey that by deed?

A. Yes.

15. Is this the deed by which you conveyed your undivided one fourth interest to Linda J. Hicks?

A. Yes.

16. Give the date of that deed and where it is recorded?

A. Dated March 26th, 1947 recorded JHH 396 folio 397.

°°°°°°°°°Filed as Exam. Exh. B

17. In whose name is the Camp Parole property titled?

A. In James and Evelyn Hicks, as tenants by the entireties.

18. Are you and your husband and children now living at 89 Washington st.Annapolis?

A. No, we are living in the new house we built at Camp Parole, Md. on the South River Road.

19. You have now provided another home for these children?

A. Yes we have.

20. Is it a suitable home for them?

A. Yes, it is a much better home than 89 Washington st.

21. You heard Mr. Worthington appraise that property at $7500?

A. Yes.

22. Do you consider then the offer of $8500 for the property to be a fair and reasonable offer?

A. Yes I do, very fair.

23. Do you think it is to the best interest and advantage of these children to sell that property for $8500?

A. Yes, we have a fine, a better home for them.

24. Do you feel the property at 89 Washington st. can be proportioned in kind among them?

A. No, I do not.

25. Will you identify this paper?

A. This is the Contract of Sale dated March 29th,1949 between James Hicks and his wife, and Joseph B. Hicks and his wife for the sale of 89 Washington street for $8500,of which $500 was paid on deposit.

°°°°°°°Offered as Exam. Exh. C and filed.

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

A. No.

Evelyn Hicks.

James Hicks, one of the plaintiffs, being first duly sworn, deposes and says:-

(Townshend)

1. You are James Hicks, the husband of Evelyn Hicks who has just testified?

A. Yes.

2. And the father of the infants mentioned in these proceedings?

A. Yes.

3. There has been submitted in this case a Contract of Sale between you and Joseph Hicks for $8500 for the property at 89 Washington street, what relation is Joseph Hicks to you?

A. He is my brother.

4. Did you employ a Real Estate agent to represent you in the sale of this property?

A. Yes.

5. Will you tell the Court under what conditions and how it happened the real estate agent sold the property to your brother?

A. I had the property up for sale for quite a long while with Mr. Tucker, for six months or more prior to March 29th, 1949.

6. Did Mr. Tucker succeed in bringing prospects to you for the purchase of this property?

A. Yes. he called me up and said he had prospects, the different people be brought to me he did not do business with, a lot of them, and it happened my brother went down and had a talk with him about it.

7. The sale to your brother was atleast six months after the Contract had been placed with James E. Tucker, Real Estate firm?

A. Yes.

8. You realize that the proceeds from this sale belong to your four children and it will be necessary to have appointed a Guardian to receive those funds on their behalf?

A. Yes.

9. Have you selected a Guardian you would like appointed for them?

A. Yes, Mrs. Ruth Chambers. She is willing to accept the Guardianship for the children.

10. Do you feel she is qualified to act as Guardian for your children?

A. Yes.

11. Do you feel Mrs. Chambers will act and work for the best interest of the children.

A. Yes.

12. Has she any children of her own?

A. Yes, she has four.

13. Is she related to you?

A. Yes, she is my sister, and I believe she is comtemplating building a home right near my home.

14. Then it is agreeable to you to have the Orphans Court appoint Mrs. Chambers as

legal Guardian for the infant children?

A. Yes.

To the general question under the rule the witness says:

A. No.

James Hicks.

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

Witness my hand and seal this 6th day of July, 1949.

Jno. S. Strahorn, (Seal) Examiner.

Filed July 6, 1949

SUBMISSION FOR DECREE

There being no further testimony, the above case is submitted for a final decree, hereby waiving the right to file exceptions and the rule and statutory provisions requiring the testimony herein to "lie" for ten days.

William W. Townshend, Jr., Attorney for Plaintiffs
Ridgely P. Melvin, Jr., Attorney for Defendants
Louis M. Strauss, Giardian Ad Litem.

Filed July 7, 1949

DECREE

The above cause standing ready for hearing and being submitted, testimony having been taken and the proceedings having been read and considered by the Court -

IT IS THEREUPON this 7th day of July, 1949, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED, and DECREED that the Contract of Sale mentioned in the proceedings be ratified and confirmed and that the real estate with improvements thereon, described therein, be sold to Joseph B. Hicks and Thersa Hicks, his wife, for the sum of Eight Thousand, Five Hundred Dollars ($8,500.00); that William W. Townshend, Jr., be, and he is hereby appointed Trustee to make such sale, and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of the Court a bond to the State of Maryland, executed by himself, with a surety or sureties to be filed with the Clerk of the Court in the penalty of Eight Thousand, Five Hundred Dollars, conditioned on the faithful performance of trust reposed in him by this Decree, or which may be reposed in him by any further order or decree, in the premises. He shall proceed to make the said sale for cash, provided that the payment therefor shall be as follows:

Deposit of Five Hundred Dollars ($500.00) shall be paid to the Trustee within five days after filing of the aforesaid bond; 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 the ratification is caused by some act on the part of the purchaser.

And as soon as it may be convenient after the payment of the aforesaid $500.00, the Trustee shall return to this Court a full and particular account of the 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 payment of the whole purchase price (and not before) the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded

according to law, convey to the purchasers, their heirs, the property and estate to them sold free and clear and discharged from all claim of the parties hereto and those claiming by, from or under 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.

Benjamin Michaelson. A.J.

Filed July 7", 1949

B O N D

No. 9715 Equity.

KNOW ALL MEN BY THESE PRESENTS, THAT we, William W. Townshend, Jr., of Anne Arundel County, Maryland, as Principal, and the Globe Indemnity Company, a body corporate, duly authorized to do 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 EIGHTY-FIVE HUNDRED ($8500.00) DOLLARS, current money, 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, sealed and dated this 8th day of July, 1949.

WHEREAS the said William W. Townshend,Jr., was duly appointed trustee by the Circuit Court for Anne Arundel County, by decree dated July 7, 1949, in a cause entitled James Hicks, et al. vs James L. Hicks, Calvin M. Hicks, et al, #9715 Equity, and the said William W. Townshend,Jr., is about to execute said power and make sale of the real estate described in these proceedings.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, William W. Townshend,Jr., does 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 real estate 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:

J. H. Hopkins, William W. Townshend, Jr., (SEAL)

GLOBE INDEMNITY COMPANY,

A body corporate,

By John H. Hopkins, IV.

Attorney-in-Fact.

Filed & Approved this 8th day of July, 1949.

John H. Hopkins, 3rd, Clerk.

REPORT OF SALE

THE REPORT of William W. Townshend,Jr., 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 Joseph B. Hicks and Teresa Hicks, his wife, the property mentioned in these proceedings at private sale for the sum of Eight Thousand, Five Hundred Dollars ($8,500.00) described as follows:

ALL that parcel of ground situate, lying and being in the Sixth Election District of Anne Arundel County, improvements thereon being known as 89 Washington Street,

and more particularly described in the following two deeds: (1) deed from Harry Ivrey and Tillie Ivrey, his wife, to Evelyn Hicks et al by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 270 folio 82, and (2) deed from Evelyn Hicks and James Hicks, her husband, to Linda Joyce Hicks, by deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 396 folio 397.

THAT the Purchaser has paid Five Hundred Dollars ($500.00) 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.

William W. Townshend, Jr., Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 11th day of July,1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing report of sale are true as therein set forth and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Gloria N. Bates, Notary Public.

Filed July 11th, 1949

ORDER NISI

ORDERED, this 11th day of July, 1949, That the sale of the real estate mentioned in these proceedings made and reported by William W. Townshend, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of August next; Provided, a copy of this Order be inserted in some newspaper published in AnneArundel County, once in each of three successive weeks before the 12th day of August next:

The report states that the amount of sales to be $8,500.00.

True Copy, Test: John H.Hopkins,3rd.; John H. Hopkins, 3rd, Clerk.

FiledFiled July 11, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 12, 1949.

We hereby certify, that the annexed Order Nisi- Eq. #9715-Ratification of sale - James Hicks 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 12th day of August, 1949. The first insertion being made the 12th day of July, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

by R. Lucile Brown.

Filed August 19, 1949

FINAL ORDER

ORDERED BY THE COURT, This 19th day of August, 1949, 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.

Benjamin Michaelson. A. J.

Filed August 19, 1949.

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. August 24, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. James Hicks, et al, vs James L. Hicks, et al.		in ac.
ToTrustee for Commissions, viz:	285.00	------
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	24.75	
Jos. W. Alton - Sheriff's costs	8.70	
Louis M. Strauss - Guardian ad Litem	4.00	
John S. Strahorn - Examiner's fee	8.00	
Juliet D. Strahorn - stenographer's fee	5.00	
Auditor- stating this account	13.50	83.95
To Trustee for Expenses, viz:		
Capital-Gazette Press- Order nisi (sale)	5.00	
Capital-Gazette Press- Order nisi (acct.)	5.00	
Globe Indemnity Co.-bond premium	34.00	
James E. Tucker-broker's commission	425.00	
T. Carroll Worthington-appraiser's fee	35.00	
One-half Federal revenue stamps	4.68	
One-half State revenue stamps	4.67	
Gloria N. Bates- notary fee	.50	513.85
Balance for distribution - $7,629.61		
Distributed as follows, viz:		
James L. Hicks - one-fourth	1,907.40	
Calvin M. Hicks - one-fourth	1,907.40	
Elva G. Hicks - one-fourth	1,907.40	
Linda Joyce Hicks - one-fourth	1,907.41	7,629.61
		8,512.41

WITH William W. Townshend, Jr., Trustee		Cr,
1949		
July 11 Proceeds of Sale (Contract dated 3/29/49)	8,500.00	8,500.00
Refund 1949 State and County taxes-adjusted to 7/11/49	12.41	12.41
		8,512.41

Filed August 25, 1949

ORDER NISI

ORDERED, This 25" day of August, 1949, 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 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.

True Copy Test:
John H. Hopkins, 3rd, Clerk.

John H. Hopkins, 3rd, Clerk.

Filed August 25, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 23, 1949.

We hereby certify, that the annexed Order Nisi- Eq. # 9715 Auditor's Account- James Hicks- 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 Sept. 1949. The first insertion being made the 27th day of August, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 1636

By R. L. Brown

Filed November 28", 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 29th day of November, 1949, 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.

Benjamin Michaelson. Judge.

Filed November 29, 1949.

WALTER S. CALWELL,	:	IN THE CIRCUIT COURT
Attorney Named In Mortgage	:	FOR
vs	:	ANNE ARUNDEL COUNTY
STEPHEN H. LYNN AND	:	(In Equity)
DOROTHY LYNN, his wife.	:	Equity No. 9705.

Mr. Clerk:

Please docket the above entitled Mortgage and file among the papers the following instrument:

1. Original Mortgage from the said Stephen H. Lynn and Dorothy Lynn, his wife to The County Trust Company, dated August 24th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 178.

Walter S . Calwell,
Attorney named in Mortgage.

James J. Lee
Solicitor for Plaintiff.

Filed May 27", 1949.

M O R T G A G E

THIS MORTGAGE, Made this 24th day of August, A. D. 1948, by and between STEPHEN H. LYNN and DOROTHY LYNN, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY a corporation organized and existing under the laws of the State of NEW YORK, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money being part of the purchase money for the property hereinafter described in the principal sum of SEVENTY-SIX HUNDRED Dollars ($7600.00), with interest from date at the rate of four and one-half per centum (4½) per annum on the unpaid principal at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y., or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-EIGHT and 11/100 Dollars ($48.11), commencing on the first day of October, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

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

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

BEING known and designated as Lot No. 415 as laid out on Plat of property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4 Plat No. 7. The improvements whereon are known as 5215 (formerly 415) Brookwood Road.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein.

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

TOGETHER with the buildings and improvements thereon, and the rights, roads, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any-

wise appertaining.

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions,stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds withwhich to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth.

(1) premium charges under the contract of insurance with the Federal Housing Administrator:

(11) ground rent, if any, taxes,special assessments, fire and other hazard insurance premiums;

(111)interest on the mortgage debt secured hereby; and

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been hereinbefore, and will promptly deliver the official receipt therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In

event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadquacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his,her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property,under the powers hereby granted, the proceeds arising from such sale, to apply; first, to the payment of all expenses incident to such sale, including a counsel fee of Fifty Dollars ($50.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee

under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness: Stephen H. Lynn (SEAL)

J. Hodge Smith. Dorothy Lynn (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 24th day of August, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Stephen H. Lynn and Dorothy Lynn, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

(Notarial Seal) J. Hodge Smith, Notary Public.

Recorded Sept. 7,1948,at 9:10 A.M. "O.P." Recorded in Liber J.H.H. No.178, folio 487. . PLAINTIFF'S EXHIBIT "A".

Filed May 27, 1949

NEW AMSTERDAM CASUALTY BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we Walter S. Calwell, 7 St. Paul 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 EIGHT THOUSAND ONE HUNDRED AND 00/100 ($8,100.00) 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 25th day of July, in the year nineteen hundred and forty-nine.

WHEREAS, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from Stephen H. Lynn and Dorothy Lynn, his wife, to The County Trust Company, bearing date the 24th day of August, nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County,in Liber J.H.H. No. 487, Folio 178, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden Walter S. Calwell 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
Clara M. Link
Attest:
V. N. Mercier,
Assistant Secretary

Walter S. Calwell (SEAL)
NEW AMSTERDAM CASUALTY COMPANY
By G. Lee Burgess,
Vice President.
(CORPORATE SEAL)

Filed & Approved this 26" day of July, 1949.

John H. Hopkins, 3rd, Clerk.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company under the mortgage from said Stephen H. Lynn and Dorothy Lynn, his wife, to The County Trust Company,dated the 24th day of August, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487, Folio 178.

Amount of Loan	$7600.00
Less- amount paid in principal	
	$7600.00
Plus unpaid interest to 7/26/1949	281.20
	7881.20
Plus-overdraft in expense account	63.51
	$7944.71

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 25th day of July in the year nineteen hundred and forty- nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. Callahan, The Agent of The County Trust Company, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS MY HAND AND Notarial Seal.

(Notarial Seal) Clara M. Link, Notary Public.

Filed July 26, 1949

J.H.H. No. 66 Equity

MILITARY AFFIDAVIT

Docket folio

Equity No. 9705

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of July, 1949, before me, the subscriber, a Notary Public in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Stephen H. Lynn and Dorothy Lynn, his wife, against whom foreclosure proceedings were instituted 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 a member of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell -
Walter S. Calwell - Affiant.

Clara M. Link
Clara M. Link, Notary Public

James J. Lee,

Solicitor for Plaintiff.

(Notarial Seal)

Filed August 10", 1949.

Callahan, Calwell and Penniman,
Solicitors
19 E. Fayette StreetmBaltimore, 2,Maryland,

ATTORNEY'S SALE OF

VALUABLE FEE SIMPLE PROPERTY

No. 5215 Formerly 415 Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Stephen H. Lynn and Dorothy Lynn, his wife, to The County Trust Company, dated August 24th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487, folio 178 (default having occurred thereunder) the undersigned, Attorney Named in Mortgage will sell at Public Auction at the Court House Door on TUESDAY, JULY 26th 1949 AT 3:10 P.M. (Day-Light Saving Time)

All that lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:

Being known and designated as Lot No. 415 as laid down and shown on Plat of property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat No. 7. in fee simple.

The improvements consist of a 2 story brick, two family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE: A cash deposit of $300.00 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 of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments, and public charges to be adjusted to date of sale.

Walter S. Calwell

Attorney Named in Mortgage

SAM W. PATTISON & CO., Auctioneers.

Jy/21

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 24th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 178 from said Stephen H. Lynn and Dorothy Lynn, his wife to The County Trust Company, which Mortgage is filed in said cause pending, respectfully shows:-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 26th day of July, 1949 at 3:10 P.M., (Daylight Savings Time) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 415 as laid down and shown on Plat of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5215 (formerly 415) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Three Hundred ($300.00) Dollars was required of the purchaser, at the time and place of sale and taxes and other expenses, including Metropolian Sanitary and District liens, if any, be adjusted to day of sale.

The said fee simple property was sold to The County Trust Company at and for the sum of Sixty-five Hundred ($6500.00) Dollars, said Purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

(Notarial Seal) Clara M. Link, Notary Public

James J. Lee,
Solicitor for Plaintiff

Filed August 10", 1949

ORDER NISI

ORDERED, this (9th) 10" day of August, 1949, That the sale of the property mentioned in these proceedings made and reported by Walter S. Calwell, Attorney named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6" 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 6" day of September next.

The report states that the amount of sales to be $6,500.00.

John H. Hopkins, 3rd, Clerk.

Filed Aug. 10, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 14, 1949.

We hereby certify, that the annexed Order Nisi -Eq. #9705-STEPHEN H. LYNN- 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 September, 1949. The first insertion being made the 11th day of August, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed Sept. 14, 1949

FINAL ORDER

ORDERED BY THE COURT, This 14th day of September, 1949, 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.

Benjamin Michaelson, A. J.

Filed Sept. 14, 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. October 15, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell, Attorney, vs. Stephen H. Lynn and Dorothy Lynn, his wife, in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	195.00	245.00
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	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	26.00	
Capital-Gazette Press- order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
New Amsterdam Casualty Co.-bond premium	32.40	
Sam W. Pattison & Co.-auctioneer's fee	20.00	
One-half Federal revenue stamps	3.58	
One half State revenue stamps	3.57	
Clara M. Link - notary fees	1.20	96.75
To The County Trust Company, mortgagee-		
this balance on account mortgage claim	6,164.04	6,164.04
		6,543.54
Amount mortgage claim filed	7,944.71	
Cr. Amount allowed as above	6,164.04	
Balance subject to decree in personam	1,780.67	

with Walter S. Calwell, Attorney named in Mortgage Cr.

1949			
July 26	Proceeds of Sale	6,500.00	6,500.00
	Refund 1949 State and County taxes ($94.58-adjusted to 7/26/49)	40.45	
	Refund Anne Arundel County Sanitary Commission charges for 1949-($7.15-adjusted to 7/26/49)	3.09	43.54
			6,543.54

Filed October 19, 1949

ORDER NISI

ORDERED, This 19" day of October,1949, 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 21" 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 21" day of November next.

John H. Hopkins, 3rd, Clerk .

Filed 19 October, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Nov. 11, 1949

We hereby certify, that the annexed Order Nisi-Eq. #9705-Auditor's Account STEPHEN H. LYNN was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of November 1949. The first insertion being made the 26th day of October, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 7620 By R. L. Brown

Filed November 28, 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 29th day of November, 1949, 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.

Benjamin Michaelson, Judge.

Filed November 29, 1949

WALTER S. CALWELL, ASSIGNEE	:	No. 9707 EQUITY
VS	:	IN THE CIRCUIT COURT
RAYMOND I. TINSLEY and	:	FOR
MADGE V. TINSLEY, his wife.	:	ANNE ARUNDEL COUNTY

: : : : : : :

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'"-

1. Original Mortgage from the said Raymond I. Tinsley and Madge V. Tinsley, his wife to Washington Irving Trust Company, dated July 23rd, 1947 and recorded among the Land

Records of Anne Arundel County in Liber J.H.H. No. 421 folio 215, with Short Assignment at the foot thereof, the last dated May 6th, 1949 from The County Trust Company to the Plaintiff.

Walter S. Calwell, Assignee.

James J. Lee, Solicitor for Plaintiff

Filed May 27", 1949

M O R T G A G E

THIS MORTGAGE, Made this 23rd day of July, A. D., 1947, by and between RAYMOND I. TINSLEY and MADGE V. TINSLEY, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money, being part of the purchase money for the property hereinafter described in the principal sum of SIX THOUSAND Dollars ($6,000.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown Westchester County, New York, or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY ONE AND 68/100 Dollars ($31.68), commencing on the first day of September, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1972. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium changes which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

BEING known and designated as Lot No. 66 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat No. 10. The improvements whereon are known as No. 5011 (formerly 249) Brookwood Road.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Eljo Homes, Inc., to the above named Mortgagors.

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-Eight ($78.00) Dollars payable half-yearly on the 15th days of June and December.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall constitute a waiver of the right to exercise it at any other time.

AND the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provision of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall on the termination of its obligation to pay mortgage insurance premiums, credit to the account of

the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

(11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums:

(111) interest on the mortgage debt secured hereby; and

(iV) Amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the procisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding,as a credit against

the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provision has not been made heretofore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four per centum (4%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadquacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within five months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the five months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums

secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year

first above written.

Witness: Raymond I. Tinsley (SEAL)

Meredith R. Wilson Madge V. Tinsley (SEAL)

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 23rd day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared RAYMOND I. TINSLEY and MADGE V. TINSLEY, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

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

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

(Notarial Seal) MEREDITH R. WILSON, Notary Public

Recorded 29 July, 1947 at 2-45 P.M. J.H.H. No. 421,fol. 215.

SHORT ASSIGNMENT (See Page 288)

This rider is attached to and is a part of a certain mortgage made by Raymond I. Tinsley and Madge V. Tinsley, his wife, to Washington Irving Trust Company dated July 23rd, 1947 and recorded July 29th, 1947 in Liber 421, Page 215.

FOR VALUE RECEIVED, The County Trust Company hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

THE COUNTY TRUST COMPANY

ATTEST: Mary T. Lynch, Asst. Secretary BY Edward P. Hanyan, President.

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 6th day of May, 1949.

(COUNTY TRUST COMPANY SEAL)

Recorded May 13, 1949,at 1:30 P.M., in Liber J.H.H. No. 421,folio 218.

Filed May 27, 1949

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said Raymond I. Tinsley and Madge V. Tinsley, his wife, to Washington Irving Trust Company dated the 23rd day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 421, folio 215.

Amount of Loan - - - - - - - - - - - - - - - - - -	$6000.00
Less- amount paid in principal - - - - - - - - - - - -	179.40
	5820.60
Plus - unpaid interest to-7/26/1949- - - - - - - - - -	172.04
	5992.64
Less -balance in expense account	24.06
	5968.58

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 25th day of July, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, of Baltimore, personally appeared Joseph J. Callahan, the Agent of The County

Trust Company cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

(Notarial Seal) Clara M. Link, - Notary Public.

Filed July 26", 1949

NEW AMSTERDAM CASUALTY BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we, Walter S. Calwell, Assignee, 7 St.Paul 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 SIX THOUSAND ONE HUNDRED AND 00/100 ($6,100.00) 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 25th day of July, in the year nineteen hundred and forty-nine .

WHEREAS, the above bounden Walter S. Calwell, Assignee, by virtue of the power contained in a Mortgage from Raymond I. Tinsley and Madge V. Tinsley, his wife, to Washington Irving Trust Company, bearing date the 23rd day of July, nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 421, Folio 215, and which mortgage was assigned to Walter S. Calwell, 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.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden Walter S. Calwell, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of Clara M. Link

WALTER S. CALWELL (SEAL)

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

By G. Lee Burgess

Vice-President.

Attest: (CORPORATE SEAL)

V. N. Mercier, Assistant Secretary.

Filed & Approved this 26" day of July, 1949.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT.

Equity No. 9707 Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of July, 1949, before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland,aforesaid,personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants.,

Raymond I. Tinsley and Madge V. Tinsley, his wife against whom foreclosure proceedings were instituted 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 a member of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendants.

Walter S. Calwell - Affiant. Clara M. Link, (Notarial Seal)

James J. Lee, Solicitor for Plaintiff. Notary Public.

Filed Aug. 10", 1949

LEGAL NOTICES

CALLAHAN, CALWELL AND PENNIMAN, Solicitors,
19 E. Fayette Street, Baltimore, 2, Maryland.

ASSIGNEE SALE OF VALUABLE LEASEHOLD PROPERTY

No. 5011 Formerly 249 Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Raymond I. Tinsley and Madge V. Tinsley, his wife, to Washington Irving Trust Company, dated July 23rd. 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.421, folio 215 (default having occurred thereunder) the undersigned, Assignee of said mortgage, will sell at Public Auction at the Court House Door on TUESDAY, JULY 26th 1949,at 3:00 P.M. (Daylight Saving Time) all that lote of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:

Being known and designated as Lot No. 66 as laid down and shown on the Plat of Brookwood,which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4 Plat No. 10.

Subject to the payment of the annual ground rent of $78.00.

The improvements consist of a 2 story brigc, row, two family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE- A cash deposit of $300.00 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 of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjudged to date of sale.

Sam. W. Pattison & Co., WALTER S. CALWELL,

Auctioneers. Assignee. Jy-21

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Assignee of Mortgage,dated July 23rd,1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421 folio 215 from said Raymond I Tinsley and Madge V. Tinsley, his wife,to Washington Irving Trust Company and duly assigned to The County Trust Company, which Mortgage is filed in said cause pending, respectfully shows:-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne

Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Assignee, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 26th day of July, 1949 at 3 P.M., (Daylight Savings Time) attend on the premises and then and there sold the property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 66, as laid down and shown on Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat No. 10, the improvements whereon are known as No. 5011 (formerly 249) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto. subject to the payment of the annual ground rent of $78.00.

BY TERMS OF SALE, a cash deposit of Three Hundred ($300.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The said leasehold property was sold to The County Trust Company at and for the sum of Six Thousand ($6,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell, - Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of July, 1949, before me, the subscriber a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

(Notarial Seal.) Clara M. Link - Notary Public

James J. Lee, Solicitor for Plaintiff.

Filed August 10, 1949

ORDER NISI

ORDERED, this 10" day of August, 1949, That the sale of the property mentioned in these proceedings made and reported by Walter S. Calwell, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6" 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 6" day of September next. The report states that the amount of sales to be $6,000..

John H. Hopkins, 3rd, Clerk

Filed August 10, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 14, 1949

We hereby certify, that the annexed Order Nisi, -Eq.,#9707-RAYMOND I. TINSLEY 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 September, 1949. The first insertion being made the 11th day of August, 1949.

THE CAPITAL GAZETTE PRESS, INC.,

By R. L. Brown,

Filed September 14, 1949.

FINAL ORDER

ORDERED BY THE COURT, This 14th day of September, 1949, that the sale made and reported by the Assignee, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown,although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, A. J.

Filed September 14, 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.October 15, 1949

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell,Assignee,vs.Raymond I.Tinsley and Madge V.Tinsley,his wife, in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz.	210.00	260.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court-court costs	18.75	
Auditor- stating this account	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press-advertising sale	26.00	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press-order nisi (acct.)	5.00	
New Amsterdam Casualty Co.-bond premium	24.40	
Sam W. Pattison & Co.-bond premium	20.00	
One-half Federal Revenue stamps	3.30	
One-half State revenue stamps	3.30	
Clara M. Link- notary fees	1.20	88.20
To Assignee for Liens, viz:		
Ground rent ($78.00 annually, adjusted to 7/26/49)	8.87	8.87
The County Trust Company,Assignee of the mortgage filed in these proceedings- this balance on account mortgage claim	5,647.33	5,647.33
		6,042.15
Amount of mortgage claim filed	5,968.58	
Cr. Amount allowed as above	5,647.33	
Balance subject to decree in personam	321.25	
with Walter S. Calwell, Assignee		Cr.
1949		
July 26 Proceeds of Sale	6,000.00	6,000.00
Refund 1949 State and County Taxes ($90.78-adjusted to 7/26/49)	39.06	
Refund Anne Arundel County Sanitary		

Commission charges (7.15-adjusted to 7/26/49)	3.09	42.15
		6,042.15

Filed October 19, 1949

ORDER NISI

ORDERED, This 19" day of October, 1949, 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 21" 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 21" day of November next.

True Copy, TEST: John H. Hopkins, 3rd, Clerk

John H. Hopkins, 3rd, Clerk.

Filed October 19, 1949.

CERTIFICATE OF PUBLICATION

Annapolis, Md. Nov. 11, 1949

We hereby certify, that the annexed ORDER NISI-Eq. #9707-Auditor's Account Raymond I. Tinsley-was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of November, 1949. The first insertion being made the 26th day of October, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 7619 By R. L. Brown,

Filed November 28, 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 29th day of November, 1949, 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.

Benjamin Michaelson, Judge.

Filed November 29, 1949.

ooo See Page 283-

SHORT ASSIGNMENT

FOR VALUE RECEIVED, the Washington Irving Trust Company hereby assigns the foregoing mortgage and the debt thereby secured without recourse, representation or warranty to The County Trust Company, this 30th day of July, 1947.

AS WITNESS, the signature of the said body corporate by the hand of Edward P. Hanyen, its Vice President, and its corporate seal hereto affixed.

WASHINGTON IRVING TRUST COMPANY

BY Edward P. Hanyen,

Vice -Precsident

ATTEST:

Mary T. Lynch,

Asst. Secretary.

(CORPORATE SEAL)

Filed May 27, 1949.

IN THE MATTER OF THE	:	IN THE
MORTGAGED REAL ESTATE	:	CIRCUIT COURT
OF	:	FOR
PATRICK H. SCANLON, JR., AND	:	ANNE ARUNDEL COUNTY
GRACE A. SCANLON, his wife.	:	#9729 EQUITY

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage and note (Exhibit A), and the within agreement (Exhibit B".)

McWilliams & Evans

Solicitora for J.Cookman Boyd,Jr.,Assignee
15 West St. Annapolis, Md.

Filed July 7,1949.

(MD. STATE STAMPS $6.05) (Exhibit A-MORTGAGE) Approved by FHA Sec. 603.

THIS MORTGAGE, made this 17th day of July, A. D. 1947, by and between CHESAPEAKE TERRACE, INCORPORATED, a corporation of the State of Maryland, hereinafter called the Mortgagors and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA a corporation organized and existing under the laws of the State of New Jersey; hereinafter called the Mortgagee.

WHEREAS, the Mortgagors herein are about to construct a two story and basement one family dwelling on the lot and parcel of ground hereinafter described, which the said Mortgagors agree to construct, finish and complete in every respect, or cause to be constructed , finished and completed iin every respect, as hereinafter by them agreed and set forth; and

WHEREAS, the said party of the second part, the Mortgagee herein, has agreed to loan and advance unto the said party of the first part, the mortgagors herein, the full and just sum of five thousand, five hundred dollars ($5,500.00,)to be applied by the said Mortgagors for and on account and in payment of the construction of said two story and basement one family dwelling on the property hereinafter described, and which improvements to be completed in accordance with certain plans and specification hereinafter referred to; and

WHEREAS, the said party of the second part, the Mortgagee herein, does hereby agree to lend and advance said whole sum of five thousand, five hundred dollars ($5,500.00) unto the said Mortgagors in the following instalments and amounts thereof, and at the time or times stated, to wit:

1. When first floor joists are set	10%	$ 400.00
2. When second floor joists are set	10%	400.00
3. When house is enclosed and under roof	10%	400.00
4. When heating and plumbing are fully roughed in and electric wiring completed and second FHA Compliance Report received	15%	600.00
5. When plastering completed and interior concrete completed. Bioler set and connected; tile work complete	20%	800.00
6. When substantially complete except interior decoration, finish coat of paint, finishing floors, lighting fixtures	25%	1,000.00
7. When house complete; broom clean and ready for occupancy	10%	400.00

8. When final FHA Compliance Report and certificate of completion Received $1,500.00

AND WHEREAS, the said Mortgagors, for themselves, their heirs, successors and assigns, do hereby covenant and agree with the said Mortgagee, its successors and assigns, to pay on February 1, 1948, interest at the rate of four (4) percentum per annum on each of said advances to be made as aforesaid by the Mortgagee herein, in accordance with the schudele above set forth; said interest, agreed to be paid as aforesaid, to account from the respective date or dates of the making by the said Mortgagee of each of said advances as aforesaid; and

WHEREAS, it is covenanted and agreed by the Mortgagors herein, for themselves, their heirs, successors and assigns, with the Mortgagee herein, its successors and assigns, that accounting from the first day of February, 1948, they, the said Mortgagors for themselves, their heirs, successors and assigns, do hereby agree to repay said principal sum of money, loaned and advanced as aforeaid, together with interest thereon accounting from February 1st, 1948, at the rate of four (4) percentum per annum, unto the said Mortgagee, its successors or assigns, in monthly instalments as follows:

The principal and interest shall be payable in three hundred monthly instalments, commencing on the first day of March, 1948, and on the first day of each month thereafter, until the principal and interest are fully paid, the said instalments shall be in the amount of Twenty-nine and 04/100 Dollars ($29.04) each, The final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1973, both principal and interest being payable in lawful money of the United States of America at the Home Office of the said Mortgagee in Newark New Jersey; all of which is evidenced by their principal promissory note, dated of even date herewith, duly made and passed unto the said Mortgagee; and

WHEREAS, it is hereby covenanted and agreed that all instalments of principal and interest, as above set forth, shall bear interest after maturity at the rate of four (4) percentum per annum; and

WHEREAS, privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty days prior to prepayment; and, provided further, that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this Mortgage an insurance premium charge of one percent of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the Mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance; and

WHEREAS, the said Mortgagors, for themselves, their heirs, successors and assigns, do hereby covenant and agree with the said Mortgagee, its successors and assigns that they will apply all of the principal sum of money, agreed to be advanced as afore-

said, for and on account of the construction of the improvements on the lot and parcel of ground hereinafter described, and that such construction shall consist of a two story and basement one family dwelling, and that they, the said Mortgagors, their heirs, successors and assigns, will construct, erect, finish and complete, or cause the same to be constructed, erected, finished and completed on or before the ninth day of Februrary, 1948 all in accordance with certain plans and specifications made and prepared by Daniel A. Neumayar & Associates, Architect, dated January 8, 1947, and which erection of said dwelling, and the completion thereof, shall be in strict, and not in substantial,compliance with said plans and specifications, and which said plans and specifications, for the purpose of identification, have been countersigned by the parties hereto, and

WHEREAS, it is understood and agreed by and between the parties hereto, that in the event of a violation by the said parties of the first part, or those claiming by, through or under them, of any restrictions to which the property herein described is or may be subject, the said Mortgagee shall, at its option, be released from any obligation to make any disbursements on account of this loan, and

WHEREAS, it is further understood and agreed by the parties hereto, and their respective heirs, successors, and assigns and one of the conditions and covenants of this mortgage, that in the event that the mortgagors should not complete the construction of the building or buildings now being erected or to be erected on the premises hereby mortgaged in accordance with plans and specifications submitted to the mortgagee on or before February 1, 1948 or if the work, upon the construction of said improvements, according to said plans and specifications, is delayed for any reason whatsoever for a period of fifteen days,then, in that event, the entire principal sum of the note secured by this Mortgage, and interest thereon, shall at once become due and payable, at the option of the said Mortgagee;and in the event of abandonment of work upon the construction of said building or buildings for a period of fifteen days aforesaid, the said Mortgagee may, at its option, also enter into and upon the mortgaged premises and complete the construction of said building or buildings, hereby giving to the said Mortgagee full power and authority to make such entry and to enter into such contracts or arrangements as may be necessary to complete said building or buildings; and moneys expended by the said Mortgagee in connection with such completion of construction shall be added to the principal amount of said note and secured by these presents, and shall be payable by the said Mortgagors on demand, with interest at the rate of four (4) percentum per annum; and

WHEREAS it is further understood and agreed by the said parties of the first part, Mortgagors, that as an additional condition to the making of said loan, upon the terms above and herein set forth, the said parties of the first part for themselves, their heirs,successors and assigns, covenant that they will not at any time, without the written consent of the said Mortgagee, its successors or assigns, further encumber said property; and that in the event of a violation of said agreement, the same shall cause a default in this Mortgage, and the whole mortgage debt, or so much thereof as has been advanced hereunder, shall at the option of the said Mortgagee, its successors or assigns, become immediately due and payable, with interest, and shall relieve the said party of the second part from any obligation to make any further payments or advances in accordance with the terms stated; and

WHEREAS, it is further agreed, as aforesaid, that if the said Mortgagors shall allow

or suffer any lien or encumbrance of any kind, other than this Mortgage, to be placed or entered against the property hereinafter described, or the improvements erected or to be erected thereupon, as herein provided for, prior to the payment of any one or more of the instalments by the said Mortgagee, its successors or assigns, in accordance with the schedule hereinbefore set forth, then the said Mortgagee, its successors or assigns, shall, at its or their option, be relieved from any obligation to make any further payments or instalments of said mortgage debt, as above provided, and the amount of said mortgage debt, then advanced, shall, at the option of the said Mortgagee, its successors or assigns, immediately become due and payable, with interest as aforedaid, and

WHEREAS, it was a condition precedent to the creation of the indebtedness as hereinbefore set forth, and upon the conditions hereinbefore specified, and in accordance with the conditions and agreements hereinbefore and hereinafter set forth, by and on behalf of the parties hereto, that the payment of the same be secured by the execution of a Mortgage on a good, clear and unencumbered leasehold estate in said property, and the same to be and become a first lien upon said property, together with any and all improvements that may be constructed thereupon, for the full and just sum of Five Thousand, Five Hundred Dollars ($5,500.00), or as to so much thereof as may be loaned and advanced in accordance with the schedule of payments as hereinbefore set forth.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, and further in consideration of the covenants, agreements, conditions and stipulations hereinbefore and hereinafter set forth, the said parties of the first part, Mortgagors, do hereby grant and convey unto the said party of the second part, Mortgagee, its usccessors and assigns, in all that lot of ground situate in Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the same on the southwest side of Arden Road, 40 feet wide, at the distance of 212 feet 6 inches southeasterly from the southeast side of Riverside Road, and at a point in a line with the center of a partition wall; thence southeasterly, binding on the southwest side of Arden Road, 16 feet to a point in a line with the center of another partition wall; thence southwesterly, to and through the center of said wall to the end thereof, and continuing the line of the center of said wall, in all, 122 feet 6 inches to the northeast side of an alley 15 feet wide; thence northwesterly, binding on said alley, with the use thereof in common with others, 16 feet to a point in a line with the center of the partition wall first above mentioned; thence northeasterly, to and through the center of said wall to the end thereof, and continuing the same course, in all, 122 feet 6 inches to the place of beginning. Subject, however, to leaving open a strip of land five feet wide along the front of the above lot for the purpose of widening Arden Road. The improvements thereon are known as No. 327 Arden Road.

BEING one of the lots of ground which, by assignment of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, were granted and assigned by Michael J. Wheeler to the said mortgagor, subject to the payment of the annual rent of Sixty-six Dollars ($66.00), payable in equal half-yearly instalments on the 17th days of January and July in each and every year.

~~Any deficiency in the amount of such aggregate monthly payment, unless made good by the Mortgagor prior to the date of the next such payment, shall be and~~

TOGETHER with and including as part of the buildings and improvements erected on the aforesaid lot or parcel of ground all bathroom fixtures, kitchen cabinet, medicine cabinet, lighting fixtures, and laundry tray, all of which accessories and equipment are herewith declared to be by said mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this mortgage.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of sixty-six dollars ($66.00), as aforesaid.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any instalment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such instalment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest, under the terms of the mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the

TERMINATION OF ITS OBLIGATION TO PAY MORTGAGE INSURANCE PREMIUMS, CREDIT to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Administrator;

(II) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;

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

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under the mortgage.

The Mortgagor agrees to pay a "late charge" not to exceed two (2) for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments, or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the count of principal then remaining unpaid on the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipt therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four (4) per annum, and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualtines and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss, if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly

to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured, or to the restoration of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt, and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That it shall be deemed a default at the option of the Mortgagee under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagors consent that a decree may be passed by the Circuit Court of Baltimore City or the Circuit Court No. 2 of Baltimore City for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days), under the provisions of sections 720 to 732, inclusive, of chapter 123 of the Laws of Maryland, passed at the January session of the year 1898-or any supplement thereto-and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Theophilus White, its duly authorized attorney, AFTER DEFAULT SHALL HAVE BEEN MADE AS AFORESAID, IN ANY OF THE CONDITIONS OF THIS MORTGAGE, TO SELL THE HEREBY MORTGAGED PREMISES IN ACCORDANCE WITH ARTICLE 66 SECTIONS 6 to 10, inclusive, of the Maryland Code of Public General Laws, volume 2, title "Mortgages", or under any other general or local laws of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto; 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 Fifty Dollars, for conducting the proceedings, if wituout contest, but if legal services be rendered to the Mortgagee or its assignee 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 sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether the same shall have then

matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, executors, personal representatives or assigns. And it is covenanted that until default be made in any of the covenants or conditions of this mortgage (but not before), the said Mortgagors, their heirs, successors or assigns, shall have possession of the property.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the corporate seal(s) of the Mortgagor(s) on the day and year first above written, and the signature of uts Vice-President hereto.

Witness: CHESAPEAKE TERRACE, INCORPORATED,

C. Braddock Jones, Jr., Nathan Schindler, Vice-President

Asst. Secretary

(Corporate Seal)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 17th day of July, 1947, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, the undersigned officer, personally appeared NATHAN SCHINDLER, Vice-President of CHESAPEAKE TERRACE, INCORPORATED, AND ACKNOWLEDGED THE AFOREGOING MORTGAGE to be the act of said body corporate.

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

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

(Notarial Seal) J. LLOYD WILKINSON, Notary Public

My Commission expires May 2, 1949.

Recorded July 18th, 1947, at 10:30 A.M.

ASSIGNMENT OF MORTGAGE FOR THE PURPOSE OF FORECLOSURE

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, does hereby assign to J. Cookman Boyd, Jr., Attorney at Law, of Baltimore, Maryland, for the purpose of foreclosure and collection, Mortgage made by Chesapeake Terrace, Incorporated, a Maryland corporation, to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA' dated July 17, 1947, and recorded in the Office of the Clerk of Anne Arundel County, Maryland, in Book J.H.H. No. 419, Fol. 119. this 28th day of April, 1949.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA.

ATTEST: (CORPORATE SEAL)

By J. A. Amerman, Vice President.

Thos. R. Miller, Assistant Secretary.

Recorded 7 July, 1949 at 2:20 P.M., in Liber J.H.H. No. 419, folio 125.

EXHINIT B. AGREEMENT.

THIS AGREEMENT, Made this 17th day of June, 1948, by and between the Prudential Insurance Company of America, a corporation of the State of New Jersey, party of the first part hereinafter called "Prudential" and Chesapeake Terrace, Incorporated, a Corporation of the State of Maryland, party or parties of the second part, hereinafter called "Borrower,", and Patrick H. Scanlon, Jr., and Grace A. Scanlon, his wife, of Anne Arundel County, Maryland,

party or parties of the third part, hereinafter called "Purchaser".

WITNESSETH: Whereas Borrower is indebted to Prudential under a certain note dated July 17, 1947, in the principal amount of $5500.00, which said note is secured by a mortgage of even date therewith, which said mortgage is recorded in the office of the Clerk of the County of Anne Arundel , Maryland, in Book J.H.H. No. 419, at page 119,

AND WHEREAS, Borrower has sold and conveyed to Purchaser all of the real property described in the said mortgage, and both Borrower and Purchaser have requested Prudential to enter into this agreement, and,

WHEREAS, in consideration of the execution of this agreement by Prudential Purcaser is willing to assume the payment of the mortgage indebtedness due and owing from Borrower to Prudential, such assumption having been agreed to by and between Borrower and Purchaser as part consideration for the conveyor and as aforesaid of the mortgage premises by by Borrower to Purchaser, and

WHEREAS, Borrower and Purchaser represent to Prudential that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by Prudential, and that the lien of the aforesaid mortgage held by Prudential is a valid, first and subsisting lien on said real property.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement herein contained, and upon the express conditions that the lien of the aforesaid mortgage held by Prudential is a valid, first and subsisting lien on said real property and that the execution of this agreement will not impair the lien of said mortgage and that there is no existing second mortgage or other lien subsequent to the lien of the aforesaid mortgage held by Prudential (for breach of which condition, or either of them, this agreement shall not take effect and shall not be void), it is hereby agreed as follows:

1. That Purchaser hereby covenants, promises and agrees (a) to pay said note at the time, in the manner and in all respects as therein provided, (b) to perform each and all of the covenants agreements and obligations in said mortgage to be performed by the mortgagor therein, at the time, in the manner and in all respects, as therein provided, and (c) to be bound by each and all of the terms and provisions of said note and mortgage as though the said note and mortgage had originally been made, executed and delivered by Purchasers this agreement recognizing, however, the reduction, if any, of the principal amount of said note and the payment of interest thereon to the extent of payments made by Borrower and/or Purchaser prior to the date of execution of this agreement.

2. The Prudential if it sees fit to take action to enforce the collection of the indebtedness due it, will proceed by foreclosure of the mortgage and in the event that a lesser sum is realized from the security than the amount due and owing to it, Prudential hereby agrees that it will never institute any action, suit, claim or demand in law or in equity against Borrower for or on account of such deficiency.

3. That all of the real property described in said mortgage shall remain in all respects subject--to the lien, charge or encumbrance of said mortgage, or conveyance of title (if any) effected thereby, and nothing herein contained and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of or warranty of title in, or conveyance effected by said mortgage, or the priority thereof, over other liens, charges encumbrances or conveyances, or except as expressly

provided herein, to release or affect the liability of party or parties whomsoever may now or hereafter be liable under or on account of said note and/or mortgage nor shall anything herein contained or done in pursuance hereof affect or be construed to effect any other security or instrument, if any, held by Prudential as security for or evidence of the aforesaid indebtedness.

4. That the Borrower hereby waives and relinquishes any and all rights or claims against Prudential for any money which may have been deposited, or which may be on deposit with Prudential for the payment for real estate taxes or assessments, hazard insurance premiums, or F. H. A. mortgage insurance premiums.

The word "Note as used herein shall be construed to mean note, bond, extension or modification, agreement, or other instrument evidencing the indebtedness herein referred to, and to include such instrument whether originally made and delivered to Prudential, or assigned and or endorsed to Prudential and the word "Mortgage" shall be construed to mean mortgage, deed of trust loan deed or other instrument securing the indebtedness herein referred to and to include such instrument whether originally made and delivered to Prudential as mortgagee, or made and delivered to some other mortgagee and purchsed by Prudential and now owned by Prudential, by virtue of an assignment to it, the word "foreclosure" as used in paragraph No. 2. herein shall be construed to mean any proceedure allowed by the law of the jurisdiction in which the mortgaged property is situated, by virtue of which the property is covered by the mortgage may be subjected to sale, and/or by virtue of which the equity of redemption of the owner is extinguished, for default under any of the terms or the note or mortgage. Ther term Borrower shall be construed to refer to the original makers of the note or to any person or persons obligated thereon by endorsement, assumption of the debt, or otherwise.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them, as of the day and year first above written.

Attest: C. H. Bostock — THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Assistant Secretary — By J. A. Amerman, Vice President

(Corporate Seal)

_Corporate Seal)

Witness or Attest: — CHESAPEAKE TERRACE, INCORPORATED

J. Lloyd Wilkinson — By Natian Schindler, Vice President

Witness: — Borrower

Patrick H. Scanlon, Jr.,

J. Lloyd Wilkinson. — Grace A. Scanlon,

Purchasers.

STATE OF NEW JERSEY, ESSEX COUNTY, To Wit:

I HEREBY CERTIFY, that on this 24th day of June, in the year one thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of the State of New Jersey, in and for the County aforesaid, duly commissioned and qualified, personally appeared J. A . Amerman the Vice President of The Prudential Insurance Company of America, party of the first part hereto, and he acknowledged the within Agreement to be the act of said body corporate, and in my presence signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal.

(Notarial Seal) — L. E. Seidler, Notary Public

My Commission expires January 13, 1952.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 17th day of June, in the year one thousand nine hundred and forty eight, before the subscriber a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Nathan Schindler, the Vice-President of CHESAPEAKE TERRACE, INCORPORATED, party of the second part herein, and he acknowledged the aforegoing Agreement to be the act of said body corporate.

IN TESTIMONY WHEREOF I hereunto set my hand and Notarial Seal.

(Notarial Seal) J. Lloyd Wilkinson, Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 17th day of June, in the year one thousand nine hundred and forty-eight, before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Patrick H. Scanlon, Jr., and Grace A. Scanlon, wife, parties of the third part hereto, and they acknowledged the aforegoing Agreement to be their respective act.

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

(Notarial Seal) J. Lloyd Wilkinson, Notary Public.

Recorded July 7th, 1948, at 9:50 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Agreement was truly taken and copied from Liber J.H.H. No. 477, folio 552, one of the Land Record Books for Anne Arundel County,

In Testimony Whereof, I hereto set my hand and affox the Seal of the Circuit Court for Anne Arundel County, this 2nd day of July, A. D. 1949.

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

Filed July 7", 1949

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of The Prudential Insurance Company of America under the mortgage to it from Chesapeake Terrace, Inc., dated 17 July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 419, folio 119, said mortgage having been assumed by Patrick H. Scanlon and Grace A. Scanlon, his wife, by agreement dated 17 June, 1948 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 477, folio 552, said mortgage being in default.

Interest & principal due 1 February 1949	$ 29.04
Late charge	.90
Interest & principal due 1 March 1949	29.04
Late charge	.90
Interest & principal due 1 April 1949	29.04
Late charge	.90
Interest & principal due 1 May 1949	29.04
Late charge	.90
Interest & principal due 1 June 1949	29.04
Late charge	.90
Interest & principal due 1 July 1949	29.04
Principal balance	5,313.05
Less credit in escrow account	59.84 -
Total	$ 5,431.95

In order to pay in full after 1 July 1949, add per diam rate of $.60 to $5,431.95.

The Prudential Insurance Company
of America,

By D. M. Pyrtle, Supervising Appraiser.

STATE OF MARYLAND, BALTIMORE CITY, ss.

I HEREBY CERTIFY, that on this 26th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared D. M. Pyrtle, Supervising Appraiser and Agent of The Prudential Insurance Company of America, and made oath in due form of law that the foregoing is a true statement of the amount remaining due it on its mortgage claim described herein and that it has not received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Ethel C. McKean, Notary Public.

Filed July 28," 1949

ROYAL INDEMNITY COMPANY

J. COOKMAN BOYD, JR., Assignee,	:	IN THE CIRCUIT COURT
vs	:	FOR
PATRICK H. SCANLON, Jr.,	:	ANNE ARUNDEL COUNTY
	:	# 9729 Equity

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I hereby certify that, on this 12th day of July, 1949, personally appeared before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, Joseph V. Chatterton, Agent for the plaintiff, in the above entitled cause, and made oath, in due form of law, that said defendant, Patrick H. Scanlon, Jr., has been a resident of Anne Arundel County, Maryland, residing at 327 Arden Road since not later than July 1948 and that during that time he has not been in the military service of the United States and is not now in the military service of the United States of America.

In testimony whereof, I hereunto set my hand and affix my Notarial Seal, this 12th day of July, 1949.

(Notarial Seal) Lillian I. Miles, Notary Public.

My Commission will expire on:

Filed, May 7, 1951.

Filed July 14, 1949

ROYAL INDEMNITY COMPANY BOND

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND. No. 9729 Equity.

KNOW ALL MEN BY THESE PRESENTS: That we, J. Cookman Boyd, Jr., of Baltimore, Maryland, as Principal, and the Royal Indemnity Company, a body corporate 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 and 00/100 Dollars ($7000.00), 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 21st day of July, in the year of our Lord, nineteen hundred and forty-nine.

WHEREAS, the above bounden J. Cookman Boyd, Jr., by virtue of the power contained in a mortgage from Chesapeake Terrace, Inc., to The Prudential Insurance Company of America, and assumed by Patrick H. Scanlon,Jr.,and Grace A. Scanlon, bearing date the 17th day of July, 1947, and recorded among the Land Records of Anne Arundel County, in Liber JHH. No. 419, Folio 119 and J. Cookman Boyd, Jr., is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, sealed and delivered in the presence of

Catherine H. Ellis

(Corporate Seal)

J. Cookman Boyd, Jr.,

ROYAL INDEMNITY COMPANY

By Howard J. McNamara

Attorney in fact.

Filed & Approved this 28"

day of July, 1949.

John H. Hopkins, 3rd, Clerk.

George W. Scible, Auctioneer

McWilliams & Evans, Solicitors,

15 West St. Annapolis, Md.

ASSIGNEE'S SALE OF VALUABLE LEASEHOLD PROPERTY

Situate in the Fifth Election District of Anne Arundel County.

By virtue of the power and authority contained in a mortgage from Chesapeake Terrace, Inc., a Corporation of the State of Maryland, dated 17 July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 419,folio 119, said mortgage having been assumed by Patrick H. Scanlon,Jr., and Grace A. Scanlon, his wife, by agreement dated 17 June, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477, folio 552; and said mortgage having been duly assigned to J. Cookman Boyd, Jr., for the purpose of foreclosure (default having occurred thereunder), the undersigned assignee will sell at public auction, at the Court House door, Annapolis, Anne Arundel County, Maryland, on TUESDAY, 2 AUGUST, 1949,at 11 o'clock,A.M. the following property:

BEGINNING for the same on the southwest side of Arden Road, 40 feet wide, at the distance of 212 feet 6 inches southeasterly, from the southeast side of Riverside Road, and at a point in a line with the center of a partition wall;thence southeasterly binding on the southwest side of Arden Road, 16 feet to a point in a line with the center of another partition wall ; thence southwesterly, to and through the center of said wall to the end thereof, and continuing the line of the center of said wall to the end thereof, and continuing the line of the center of said wall, in all, 122 feet 6 inches to the northeast side of an alley 15 feet wide; thence northwesterly, binding on said alley, with the use thereof in common with others, 16 feet to a point in a line with the center of the partition wall first above mentioned; thence northeasterly, in

and through the center of said wall to the end thereof, and continuing the same course, in all, 122 feet 6 inches to the place of beginning. Subject, however, to leaving open a strip of land five feet wide along the front of the above lot for the purpose of widening Arden Road. The improvement thereon are known as No.327 Arden Road.

Subject to an annual ground rent of Sixty-six Dollars ($66.00), payable in equal half yearly installments on the seventeenth days of January and July in each year.

Subject also to the legal operation and effect of the covenants, conditions, agreements and restrictions set out and mentioned in a deed dated 17 July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 419, folio 501, from C. Braddock Jones and Caroline S. Jones, his wife, to Chesapeake Terrace, Inc.

This property is improved by a two story brick dwelling.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser at the time 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 the final ratification of sale. Taxes, insurance and other expenses to be adjusted as of the date of sale.

For further particulars apply to

J. COOKMAN BOYD, JR., Assignee

jy.21 15 West St. Annapolis, Md.

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 8, 1949

We hereby certify that the annexed Notice of Assignee's Sale-Patrick H. Scanlon, Jr., 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 July, 1949. The first insertion being made the 7th day of July, 1949.

THE CAPITAL-GAZETTE PRESS, INC,

By. R. L. Brown

Filed August 9, 1949

CERTIFICATE OF AUCTIONEER

I hereby certify that I have this 2 day of August, 1949, sold the within described property to The Prudential Ins. Co. of America at and for the sum of Thirty-five hundred dollars, being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

PURCHASER'S AGREEMENT

I, Matthew S. Evans, Attorney for The Prudential Ins. Co., hereby certify that I have this 2 day of August, 1949, purchased the within described property from J. Cookman Boyd, Jr., Assignee, at and for the sum of Thirty five hundred dollars ($3500.00), and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

The Prudential Insurance Company of America

By Matthew S. Evans (Seal)

Attorney.

Filed August 9, 1949

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of J. Cookman Boyd, Jr., Assignee of the mortgage filed in these

proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from Chesapeake Terrace, Inc., a corporation of the State of Maryland, dated 17 July,1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 419,folio 119, said mortgage having been assumed by Patrick H. Scanlon,Jr., and Grace A. Scanlon, his wife, by agreement dated 17 June 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477, folio 552, the said J. Cookman Boyd,Jr., as the Assignee of said mortgage, by short assignment duly recorded, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday,2 August 1949, at 11:00 A.M., at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said J. Cookman Boyd,Jr., Assignee as aforesaid, then and there sold the said property to The Prudential Insurance Company of America, a corporation of the State of New Jersey, at and for the sum of Three Thousand Five Hundred Dollars ($3,500.00) it being at that figure the highest bidder therefor, the said property being the following.

BEGINNING for the same on the southwest side of Arden Road,40 feet wide, at the distance of 212 feet 6 inches southeasterly from the southeast side of Riverside Road, and at a point in a line with the center of a partition wall; thence southeasterly, binding on the southwest side of Arden Road,16 feet to a point in a line with the center of another partition wall; thence southwesterly, to and through the center of said wall to the end thereof, and continuing the line of the center of said wall, in all, 122 feet 6 inches to the northeast side of an alley 15 feet wide; thence northwesterly, binding on said alley, with the use thereof in common with others, 16 feet to a point in a line with the center of the partition wall first above mentioned; thence northeasterly, to and through the center of said wall to the end thereof, and continuing the same course, in all, 122 feet 6 inches to the place of beginning. Subject,however, to leaving open a strip of land five feet wide along the front of the above lot for the purpose of widening Arden Road. The improvements thereon are known as No. 327 Arden Road. Subject to an annual ground rent of sixty-six dollars ($66.00), payable in equal half-yearly installments on the seventeenth days of January and July in each year.

Subject also to the legal operation and effect of the covenants, conditions, agreements and restrictions set out and mentioned in a deed dated 17 July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 419,folio 501, from C. Braddock Jones and Caroline S. Jones, his wife, to Chesapeake Terrace, Inc.

2. And the said Assignee further reports that he has received from the purchaser the deposit of $500.00 required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:-

"Terms of Sale: A deposit of $500.00 will be required of the purchaser at the time 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 the final ratification of sale. Taxes,

insurance and other expenses to be adjusted as of the date of sale"

Respectfully submitted,

J. Cookman Boyd,Jr., Assignee

STATE OF MARYLAND, CITY OF BALTIMORE: ss:

I HEREBY CERTIFY that on this 5th day of August, 1949, before me, the subscriber,a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared J. COOKMAN BOYD, Jr., Assignee, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal.) Ethel V. McKean, Notary Public.

Filed 9 August, 1949

ORDER NISI

ORDERED, this 9th day of August, 1949, That the sale of the Property mentioned in these proceedings made and reported by J. Cookman Boyd, Jr., assignee BE RAITIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of Sept. 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 Sept. next.

The report states that the amount of sales to be $3,500.00.

True Copy,Test: John H.Hopkins, 3rd, Clerk. John H. Hopkins, 3rd, Clerk.

Filed 9 August, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 18, 1949

We hereby certify, that the annexed Order Nisi,-Sale- Eq.# 9729 Patrick H. Scanlon 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 September 1949. The first insertion being made the 11th day of August, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

Filed September 9", 1949

FINAL ORDER

ORDERED BY THE COURT, This 10th day of September, 1949, that the sale made and reported by the assignee aforesaid, be and the same,is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi,passed in said cause; and the Assignee allow the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, A. J.

Filed September 10, 1949.

PETITION FOR HABERE FACIAS POSSESSIONEM

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Petition of The Prudential Insurance Company of America by J. Cookman Boyd,Jr., its attorney, respectfully represents:

(1) That your Petitioner purchased the premises mentioned in the proceedings in the above cause offered for sale by public auction at the Court House door in the City of Annapolis, Maryland, on 2 August, 1949.

(2) That said sale was duly reported to and finally ratified by the Circuit Court for Anne Arundel County on 10 September 1949.

(3) That your Petitioner has received a deed to the said property that was recorded among the Land Records of Anne Arundel County on 6 October 1949.

(4) That the Mortgagors, Patrick H. Scanlon,Jr., and Grace A. Scanlon, his wife, in the above cause have continued to remain upon the property and are still in possession thereof, and refuse to give up the same, although possession has been demanded of them by your Petitioner on several occasions.

That your Petitioner, therefore, prays that an Order may be passed by this Honorable Court, requiring the said Patrick H. Scanlon,Jr., and Grace A. Scanlon,his wife, to give and deliver up to your Petitioner full possession of the premises mentioned in the aforesaid proceedings.

AND as in duty bound, etc.

THE PRUDENTIAL INSURANCE COMPANY
OF America,
By J. Cookman Boyd, Jr., Attorney.

STATE OF MARYLAND, COUNTY OF ARUNDEL: ss.

I HEREBY CERTIFY that on this 18" day of October, 1949,before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,personally appeared J. Cookman Boyd, Jr., Attorney for The Prudential Insurance Company of America, and made oath in due form of law that the matters and facts in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Viola J. Brown, Notary Public
(NOTARIAL SEAL). Filed October 19, 1949

O R D E R

Upon the aforegoing Petition and Affidavit, it is this 19th day of October,1949, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the said Patrick H. Scanlon,Jr., and Grace A. Scanlon, his wife, give and deliver up to The Prudential Insurance Company of America, the premises mentioned and described in the proceeding in this cause (known as 327 Arden Road), provided a copy of this order be served on Patrick H. Scanlon,Jr., and Grace A. Scanlon, his wife, before the 29th day of October 1949; and unless good cause to the contrary be shown by them on or before the 5th day of November, 1949.

Benjamin Michaelson, Judge.

Filed Oct. 19", 1949.

IN THE MATTER OF THE	:	1874 - L
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
PATRICK H. SCANLON, JR., and	:	ANNE ARUNDEL COUNTY
GRACE A SCANLON, his wife.	:	No. 9729 Equity

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PETITION FOR HABERE FACIAS POSSESSIONEM

On this 27th day of October 1949 a copy of Habeas Facias Possessionem was placed in the hands of Patrick H. Scanlon,Jr.,and Grace A. Scanlon.

Charles M. Russell,Sheriff of Anne Arundel Co.
Per T. Raynor,

Sheriff's costs $2.50
D-10-27-49

AUDITOR'S REPORT AND ACCOUNT

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

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. October 20, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Patrick H. Scanlon and Grace A. Scanlon his wife,

		in ac.
To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	135.00	185.00
To Assignee for Court costs, viz:-		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor - stating this account	9.00	37.75
To Assignee for Expenses, viz :		
Capital-Gazette Press, Inc., advertising sale	32.25	
Capital-Gazette Press, Inc. - handbills	9.69	
Capital-Gazette Press-"order nisi (sale)	5.00	
Capital-Gazette Press"order nisi (acct.)	5.00	
Royal Indemnity Co.- bond premium	28.00	
George W. Scible-audtioneer's fee	20.00	
Clerk of Court- recording assignment	.75	
One-half Federal revenue stamps	1.93	
One half State revenue stamps	1.92	
Ethel V. McKean- notary fee	1.00	105.54
To Assignee for Taxes, viz:		
1949 State and County taxes ($73.90- adjusted to 8/2/49)	43.17	43.17
To Assignee for Liens, viz:		
Ground rent ($66.00 per annum, from 7/17/49 to 8/2/49)	2.75	
Water rent (Baltimore City)-to 8/2/49)	1.98	4.73
To The Prudential Insurance Co. of America, mortgagee-		
this balance on account mortgage claim	3,127.03	3,127.03
		3,503.22
Amount of mortgage claim filed	5,431.95	
Cr. Amount allowed as above	3,127.03	
Balance subject to decree in personam	2,304.92	
with J. Cookman Boyd, Jr., Assignee		Cr.
1949		
Aug. 2 Proceeds of Sale	3,500.00	3,500.00
Refund 1949 water and sewer benefit charge ($7.81-adjusted to 8/2/49)	3.22	3.22
		3,503.22

Filed 21 October, 1949.

J.H.H. No. 66 Equity

ORDER NISI

ORDERED, This 21st day of October,1949,That the Report and Account of the Auditor, filed in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22" 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 22" day of November next.

True Copy Test: JOHN H. HOPKINS, 3rd, Clerk.
John H. Hopkins, 3rd, Clerk.

Filed October 21, 1949.

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 25, 1949

We hereby certify that the annexed Order Nisi- Eq.#9729 Auditor's Account Patrick H. Scanlon _ 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 22nd day of November, 1949. The first insertion being made the 26th day of October, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

Filed November 29", 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 30th day of November, 1949, 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.

Benjamin Michaelson, A. J.

Filed 30 November, 1949.

For previous reference see J.H.H. No. 56, folios 314-316, inclusive (EQUITY)

EXPARTE	:	No. 8297 EQUITY.
IN THE MATTER OF THE ESTATE	:	IN THE CIRCUIT COURT FOR
OF	:	ANNE ARUNDEL COUNTY,
H. THOMAS GRIMES ,deceased	:	Docket No. 11, Folio 248

o o o o o o o o o o o o o o o o o

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of EMMA R. GRIMES, Life Tenant, respectfully represents unto your Honor.

1. That H. THOMAS GRIMES, deceased, departed this life on or about September 30 1934, leaving a LAST WILL and Testament duly administered probate by the Orphans' Court of Howard County, and a certified copy whereof is now on record in the Office of the Register of Wills of Anne Arundel County. By the fifth item of said Last Will and Testament the Testator did devise and bequeath all the rest and residue of his

Estate of which the property hereinafter described was a part, unto his wife for life and with remainder as in said Will, which is more fully set forth.

2. That the Testator failed to vest in the Life Tenant any power to sell or convey any part of said residue.

3. That at the time of his death, the Testator was seized and possessed of an annual reversion of $75.00, payable in equal semi-annual installments on the first days of March and September issuing and payable out of property located on the Old Annapolis Road near Linthicum in Anne Arundel County, which was acquired by the deceased by a deed dated August 12, 1926, recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 40. folio 228, from the Linthicum Heights Company, which reversion became part of the residue of the aforesaid Estate.

4. That by the provision of the Maryland Code of Public General Laws said annual reversion is redeemable and that the owners of the leasehold estate in said property have notified your Petitioner of its desire to redeem said annual rent.

5. By the provision of Section 275, Article 16 of "Bagby's Code of Public General Laws" this Honorable Court may direct the conveyance of said annual reversion unto the said owners of the lease hold Estate.

WHEREFORE, your Petitioner prays:

(1) That this Honorable Court may order and direct a covenance of the aforesaid annual reversion by your Petitioner unto HOWARD S. HOLZER and ENID E. HOLZER, his wife.

(2) That the costs of these proceedings may be deducted from the redemption price of said rent.

AND in duty bound, etc.

Emma R. Grimes, Life Tenant.

C. Ferdinand Sybert,

Solicitor for Plaintiff.

Filed 26" April, 1944.

ORDER OF COURT.

Upon the aforegoing Petition, it is this 21st day of June, 1944, by the CircuitCourt for Anne Arundel County, in Equity, ordered and directed that EMMA R. GRIMES, Life Tenant, be and she is hereby authorized and directed to convey the annual reversion in the aforegoing Petition unto HOWARD S. HOLZER and ENID E. HOLZER, his wife, upon the payment due her of the redemption price of said reversion together with the accrued ground rent, and it further directed and authorized that the expenses for thses proceedings be deducted and defrayed from the redemption price of said reversion.

James Clark, Judge.

Recorded 21 June, 1944.

In the Matter of	:	In the Circuit Court
CHARLES E. MARSH, a	:	for
non compos mentis,	:	Anne Arundel County,
and a none-resident	:	No. 9297 Equity

PETITION FOR APPOINTMENT OF TRUSTEE TO MAKE SALE OF REAL ESTATE.

To the Honorable, the Judges of said Court:

The petition of Bertha A. Marsh, Committee of Charles E. Marsh, non-compos mentis,

by Benjamin Michaelson, her solicitor, respectfully represents:

1. That Charles E. Marsh is a resident of the City of Washington, District of Columbia, and he is the owner of certain real estate situated in the Second Election District of Anne Arundel County, State of Maryland, at Bay Ridge, designated as Lots Numbers 11 and 12, and western one-half of Lot 13, in Section One (1), as shown on a Plat of Bay Ridge, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J, Plat 13, Plat Book W.N.W. No. 3, folio 13, said property being the same property which was devised to the said Charles E. Marsh by Rosamond G. Kruger by her Last Will and Testament, a certified copy of which is filed herewith as a part hereof, as Exhibit "A", the aforesaid Lots Numbered 11 and 12, Section One (1) having been conveyed to the said Rosamond G. Kruger by Robert E. Lammond by deed dated August 31, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 105, folio 177, and said one-half of Lot 13, Section One (1), being a part of the property conveyed to the said Rosamond G. Kruger by Harry J. Kane and wife by deed dated August 31, 1932, and recorded among the aforesaid Land Records in Liber F.S.R. No. 105, folio 179; certified copied of said deeds being filed herewith as a part hereof, respectfully marked Exhibits "B" and "C".

2. That the said Charles E. Marsh was recently adjudicated by the District Court of the United States for the District of Columbia as being of unsound mind, as will appear by reference to an exemplified copy of said proceedings filed herewith as a part hereof, marked Exhibit "D"; that your petitioner was duly appointed a committee of the person and estate of the said Charles E. Marsh, and she duly qualified as said committee by filing her bond as prescribed by the Court having jurisdiction of said proceedings, as will also appear by reference to a certified copy of said appointment, filed herewith as a part hereof, marked Exhibit "E".

3. That said property belonging to the said Charles E. Marsh is improved by a small three room furnished house and a detached garage and was used by him as a summer or seasonal home, but since his becoming incompetent, he has been unable to use the same, and said property is no longer servicable to him, it is unoccupied, is in need of repairs, and there is no income available to pay taxes, insurance and repairs, and it would be to the best interests and advantage of the said Charles E. Marsh that the property, including the furnishings, be sold, and the proceeds invested for his benefit.

4. That your petitioner has obtained purchasers for this property, including the furnishings, and a contract has been made, subject to approval of this Court, for the sale of the property to Robert M. Gray and John L. Bischoff for the cash sum of $8000.00, which is an advantageous sale at this time and it would be a financial benefit to the said Charles E. Marsh to have said property sold.

5. That your petitioner is advised that in order that a good and merchantable title to said property may be conveyed to the purchasers, these proceedings should be instituted for the purpose of having a trustee appointed and duly authorized to convey the interest of the said Charles E. Marsh, non compos mentis, in said property unto the purchasers thereof, and, as a consequence of this advice, your petitioner isfiling this petition, as provided by Section 139 of Article 16 of Flack's Annotated Code of Public General Laws of Maryland.

Wherefore your petitioner prays:

1. That this Court pass a decree appointing a Trustee with authority to consumate the private sale of the property in these proceedings and to execute a deed conveying all the right, title and interest of the said Charles E. Marsh in the property hereinbefore mentioned unto the purchasers, Robert M. Gray and John L. Bischoff, after due notice to creditors has been published as provided by law.

2. That your oratris may have such other and further relief as her case may require.

And as in duty bound, etc.

Benjamin Michaelson, Solicitor for Petitioner.

Berthe A. Marsh Petitioner and Committee of Charles E.Marsh.

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY that on this 12th day of September, 1947, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City aforesaid, personally appeared Bertha A. Marsh, Committee of Charles E. Marsh, and made oath in due form of law that the matters and things set forth in the foregoing petition are true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Zoë M. Shea (SEAL)

(Notarial Seal)

Notary Public

Filed September 15, 1947

SALES CONTRACT

September __ , 1947

RECEIVED FROM ROBERT M. GRAY, a deposit of FIVE HUNDRED Dollars ($500.00) to be applied as part payment of the purchase of Lots 11,12 and one-half of 13, Section 1, with improvements thereon known as No. 15 Sands Avenue, Bay Ridge, in the State of Maryland, upon the following terms of sale;

Total price of property Eight Thousand Dollars ($8,000),

The purchaser agrees to pay Eight Thousand Dollars ($8,000) cash at the date of conveyance, of which sum this deposit shall be a part.

The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted, according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of transfer and assumed thereafter by purchaser

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within Sixty days from the date of approval hereof by the Court,or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agreed to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of Benjamin Michaelson, Annapolis, Maryland or at the Title Company searching the title, and deposit with the Title Company or with Benjamin Michaelson of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed.

Property to be sold subject to an existing tenancy as follows: None.

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by the week of the purchaser and hereby waives all notice to quit and purchaser may proceed to recover possession of said premises under and by virtue of the provisions of the Laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of the purchaser.

The principals to this contract matually agree that it shall be binding upon the their respective heirs, executors, administrators or assigns.

This contract made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms conditions, statements or representations, oral or written, not herein contained.

This contract is subject to the approval of the Circuit Court of Anne Arundel County, Maryland. Seller agrees promptly to institute proceedings to obtain such approval.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of

sale and acknowledge it to be our contract.

September 5, 1947 — Robert M. Gray, Purchaser

Bertha M. Marsh, Seller

Committee of Charles E.Marsh,Patient,Dist. Court,U.S.

September 10, 1947 — for District of Columbia,Mental Health Proceedings No. 313-47

Property is to be conveyed in the name of Robert M.Gray and John L.Bischoff, as tenants in common.

APPRAISAL OF LOTS NUMBERED 11, 12, W.Half of LOT 13, SECTION ONE (1)

AT BAY RIDGE, ANNE ARUNDEL COUNTY, MARYLAND

PROPERTY OF CHARLES E. MARSH.

Value of Lots,	$4500.00
Value of dwelling and outbuildings,	3000.00
	$7500.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

We, the undersigned, do hereby certify that we have appraised the aforementioned property of Charles E. Marsh, situated at Bay Ridge, Anne Arundel County, Maryland, this 21st day of August, 1947, and that the foregoing appraisal is a fair market value of the said lots and improvements.

Royal H. Wigley

Edward A. Hesselbrock, Appraisers.

Subscribed and sworn to before me this 21st day of August, 1947.

(Notarial Seal) — Katharine H. McCutchan. Notary Public

Filed September 15, 1947.

E X H I B I T "A"

LAST WILL AND TESTAMENT OF ROSAMOND G.KRUEGER.

In the name of God, Amen. I, Rosamond G. Krueger, of the District of Columbia, do hereby make, publish and declare this my last will and testament, hereby revoking and cancelling all former or other wills and testamentary dispositions by me at any time heretofore made.

Item 1. I direct the payment of all my just debts and funeral expenses

Item 2. I give and bequeath to my cousin, Mrs. Lavance C. West, the sum of $100., with which she may buy some keep sake as a remembrance if she desires.

Item 3. I give, devise and bequeath to my friend, Charles E. Marsh, absolutely and in fee simple, all the rest, residue and remainder of my estate, real, personal and mixed, of whatsoever character and wheresoever situate or found, which I now own or hereafter acquire and of which I die seized and possessed.

Item 4. I hereby name, constitute and appoint the said Charles M. Marsh executor of this my last will and testament, to serve as such without bond.

IN WITNESS WHEREOF, I have hereunto signed my namd and affixed my seal in the presence of the attesting witnesses hereto in the District of Columbia, this 14th day of June A.D. 1929.

Rosamond G. Krueger (SEAL)

The foregoing instrument was signed, sealed, published and declared by the above named testatrix, Rosamond G. Krueger, as and for her last will and testament, in the presence

of the undersigned, who have at her request, in her presence and in the presence of each other, signed their names hereto as witnesses in the District of Columbia, this 14th day of June, A. D. 1929.

Joseph Lowman

Chas. H. Seebold

John C. W. Beall

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 Certified Copy of the Last Will and Testament of Rosamond G. Krueger late of the District of Columbia, deceased taken from a Certified Copy 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 31st day of July in the year of our Lord, nineteen hundred and forty-seven.

(Orphans')
(Court Seal)

R. Glenn Prout
Register of Wills for Anne Arundel County.

Filed September 15, 1947

E X H I B I T "B"

D E E D.

(Int. Rev. Stamp $5.00)

THIS DEED made this 31st day of August in the year nineteen hundred and thirty-two by Robert E. Lammond, bachelor of the first part and Rosamond H.Krueger of the second part, both of the City of Washington in the District of Columbia.

WITNESSETH: That for and in consideration of the sum of ten dollars current money in hand paid by the said party of the second part to the said party of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, him thereunto moving the said Robert E. Lemmond has bargained and sold and by these presents does grant and convey unto the said Rosamond C. Kreuger her heirs and assigns in fee simple all those two lots and parcels of ground situate, lying and being in Anne Arundel County in the State of Maryland, and described as follows, that is to say:

BEGINNING for the first thereof, on the northwesternmost side of Sands Avenue at the distance of fifty feet northeasterly from the intersection of the northwesternmost side of Sands Avenue, and the northeasternmost side of Lake Drive, if same were continued, in a northwesterly direction; running thence binding on the northwesternmost side of Sands Avenue fifty feet; thence north thirty-six degrees twenty-three minutes west two hundred and twenty eight feet, more or less to the waters of Lake Ogleton; thence southwesterly binding on the said waters of Lake Ogleton fifty feet, more or less, to intersect a line drawn north thirty six degrees twenty-three minutes west from the place of beginning; and thence reversing the said line so drawn and binding thereon, two hundred and twenty-five feet, more or less, to the place of beginning.

BEING Lot Number Eleven in section one (1) as shown on the plat of Bay Ridge duly recorded among the Plat Records of Anne Arundel County.

BEGINNING for the second thereof on the northwesternmost side of Sands Avenue, at the distance of one hundred feet northeasterly from the intersection of the northwesternmost side of Sands Avenue and the northeasternmost side of Lake Drive if same were continued in a northwesterly direction; and running thence northeasterly binding on the northwesternmost side of Sands Avenue fifty feet; thence north thirty-six degrees twenty-three minutes west two hundred and thirty-three feet, more or less, to the waters of Lake Ogleton; thence southwesterly binding on the said waters of Lake Ogleton fifty feet, more or less, to intersect a line drawn north thirty-six degrees twenty-three minutes west from the place of beginning; and thence southeasterly reversing the line so drawn and binding thereon two hundred and twenty-eight feet, more or less, to the place of beginning; Being lot Number twelve (12) in Section one (1) on the aforesaid plat of Bay Ridge. Being the same property which was conveyed to the said Robert E. Lammond by the Bay Ridge Realty Corporation by deed dated on the twenty-third day of December in the year nineteen hundred and thirty and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 78, folio 443. Subject nevertheless, to the conditions and restrictions set out in the aforesaid deed from the Bay Ridge Realty Corporation to the said Robert E. Lemmond.

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

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of her the said Rosamond E. Krueger her heirs and assigns, in fee simple.

AND the said party of the first part covenants that he will warrant specially the title to the property hereby conveyed and that he will execute such other and further assurance thereof as may be requisite.

WITNESS the hand and seal of the above named grantor on the day and in the year first above written.

Test: Robert E. Lammond (SEAL)

William W. England.

District of Columbia, City of Washington Sct:

I Hereby Certify that on this 31st day of August in the year Nineteen hundred and thirty-two before me, the subscriber a Notary Public of the District of Columbia in and for the City of Washington aforesaid personally appeared Robert E. Lammond and he acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial.

William W. England

(Notarial Seal) Notary Public

Recorded Sept. 7, 1932 at 10:15 A.M.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 105, folio 177, 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 6th day of August, A.D. 1947.

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

Filed Sept. 15, 1947.

J.H.H. No. 66 Equity

E X H I B I T- " C "

D E E D .

(Int. Rev. Stamp $10.00)

THIS DEED made this 31st day of August in the year nineteen hundred and thirty-two by Harry J. Kane, Jr., and Thelma Kane, his wife, of the first part and Rosamond G. Kreuger 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 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 andd delivery of these presents, the receipt whereof is hereby acknowledged and for divers other good and valuable considerations them thereunto moving the said Harry J. Kane, Jr., and Thelma Kane, his wife, have bargained and sold and by these presents do grant and convey unto the said Rosamond G. Krueger, her heirs and assigns, in fee simple, all those lots, parts of lots, pieces or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, in the State of Maryland designated as Lots Numbers, thirteen, fourteen and fifteen in Section One (1) on the plat of Bay Ridge recorded among the Plat Records of Anne Arundel County in Plat Book W.M.B. No. 1, folio 6, each lot having a frontage on Sands Avenue of fifty feet and running back in depth to the waters of Lake Ogleton, all as shown on said Plat, lot thirteen and the southwest one-half of Lot fourteen subject to an easement over a five foot strip of ground to the rear line of said lot for the purpose of drains, water-mains, gas-mains, poles to carry wires or conduits for wires, etc., Being the same property which was conveyed to Harry J. Kane, Jr., by two deeds, one from John J. Higgins and wife dated on the twenty-ninth day of October in the year nineteen hundred and twenty-eight and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 46, folio 9, and the other from the Bay Ridge Realty Corp. dated on the twenty-sixth day of December in the year nineteen hundred and twenty-eight and recorded among the aforesaid Land Records aforesaid in Liber F.S.R. No. 46, folio 397, subject nevertheless to the conditions and restrictions set out in the aforesaid deed to Harry J. Kane, Jr.,

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

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of her the said Rosamond G. Krueger, her heirs and assigns, in fee simple.

AND the said parties of the first part covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

WITNESS the hands and seals of the above named grantors on the day and in the year first above written.

Test: Harry J. Kane (SEAL)

William W. England Thelma Kane (SEAL)

District of Columbia, City of Washington Sct;

I Hereby Certify that on this 31st day of August in the year nineteen hundred and thirty-two before me the subscriber a Notary Public of the District of Columbia in and for the City of Washington, aforesaid, personally appeared Harry J. Kane,Jr., and Thelma Kane, his wife, and they acknowledged the aforegoing deed to be their act and deed.

WITNESS my hand and seal Notarial.

(Notarial Seal) William W. England, Notary Public.

Recorded September 7, 1932, at 10:15 A.M.

State of Maryland, Anne Arundel County, Set:

I Hereby Certify that the aforegoing Deed was truly taken and copied from Liber F.S.R. No. 105, folio 179, 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 7th day of August, A. D. 1947.

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

Filed September 15, 1947.

E X H I B I T "D"

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

TO ALL TO WHOM THESE PRESENTS COME, GREETING:

UNITED STATES OF AMERICA DISTRICT OF COLUMBIA,) ss:

BE IT REMEMBERED, That in the District Court of the United States for the District of Columbia, at the City of Washington, in said District, at the time hereinafter mentioned, among others was the following proceeding, to wit:

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE FISTRICT OF COLUMBIA

IN RE:	:	
CHARLES E. MARSH,	:	Mental Health No. 313-47
PATIENT.	:	

ORDER APPOINTING COMMITTEE

Upon consideration of the petition filed herein by Bertha A. Marsh, on the 28th day of March, 1947, and, it appearing to the Court that Charles E. Marsh, patient, was adjudicated to be of unsound mind herein on the 20th day of March, 1947, and that it is necessary and proper that a committee of his person and estate be appointed, it is, by the Court, this 16th day of April, 1947,

ORDERED, ADJUDGED AND DECREED that Bertha A. Marsh be and she is hereby appointed Committee of the person and Estate of said Charles E. Marsh, patient, provided that said Bertha A. Marsh shall first file herein her undertaking in the sum of fifteen hundred dollars ($1500.00), with surety approved by the Court, conditioned for the faithful performance of the trust in her reposed.

James M. Proctor, Justice.

FILED Apr. 16, 1947, CHARLES E. STEWART, Clerk.

AUTHENTICATION.

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA:

I, CHARLES E. STEWART, Clerk of the said Court, do hereby certify that the writing--- annexed to this certificate is a true copy of original on file and of record in said Court in this cause. I further certify that an undertaking in the penalty of $1,500.00, with approved surety, was filed on the 25th day of April, 1947.

Witness my hand and the seal of said Court, this 24th day of July, 1947.

(United States District Court Seal) Charles E. Stewart, Clerk

By Harry M. Hull, Deputy Clerk

I, BOLITHA J. LAWS, Chief Justice of said Court, do hereby certify the foregoing attestation by CHARLES E. STEWART, Clerk of the said Court, to be in due form.

Witness my hand this 24th day of July, 1947.

Bolitha J. Laws, Chief Justice.

I, CHARLES E. STEWART, Clerk of said Court, hereby certify that the Honorable BOLITHA J. LAWS, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, Chief Justice of said Court duly commissioned and qualified.

Witness my hand and the seal of said Court, this 24th day of July, 1947.

(UNITED STATES DISTRICT COURT SEAL)

Charles E. Stewart , Clerk.

By Harry M. Hull, Deputy Clerk.

Filed September 15, 1947.

E X H I B I T " E " .

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

In. Re: Charles E. Marsh,(Patient) Mental Health No. 313-47

CERTIFICATE OF COMMITTEE APPOINTMENT

I, Charles E. Stewart, Clerk of the District Court of The United States for the District of Columbia, hereby certify that, on the 16th day of April, 1947 Bertha A. Marsh was appointed by Justice Proctor as committee of the person and estate of Charles E. Marsh, Patient; and I further certify that said Bertha A. Marsh committee, has filed a duly approved undertaking_ in the maximum sum of Fifteen Hundred Dollars ($1,500.00) with the United States Fidelity and Guaranty Company, as surety thereon; and that according to the records in this office the appointment has not been terminated.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said court, at the city of Washington, in said District of Columbia, this 15th day of July, 1947.

(District Court of the United States Seal)

CHARLES E. STEWART, Clerk.

By H. N. Graves, Deputy Clerk.

Filed September 15, 1947.

DECREE FOR SALE

IN THE MATTER OF	:	In The Circuit Court for
CHARLES E. MARSH,	:	Anne Arundel County,
NON COMPOS MENTIS	:	No. 9297 Equity

This cause having been submitted on petition and exhibits, and the parties in interest having been heard, and the Court having fully considered the proceedings.

It is thereupon this 18" day of September, 1947, by the Circuit Court for Anne Arundel County, in equity, adjudged, ordered and decreed that, as it appears to the Court that it is for the best interest of the said non compos mentis, Charles E.Marsh, that the property mentioned in these proceedings be sold, Bertha A. Marsh, be, and she is hereby appointed trustee to consummate the private sale of said property to Robert M. Gray and John L. Bischoff, for the sum of $8000.00, but before proceeding with said sale the said trustee shall first file with the Clerk of this Court a bond to the State of Maryland executed by her and a surety or sureties to be approved by this Court, or

the Clerk thereof, in the penalty of $8000.00 conditioned for the faithful performance of the trust reposed in her by this decree, or to be reposed in her by any further decree or order in the premises; she shall then proceed to make the said private sale to Robert M.Gray and John L. Bischoff, for the cash sum of $8000.00, and as soon thereafter as may be convenient, she shall report to this Court a full and particular account of her proceedings relative to said sale, with an affidavit annexed of the truth thereof, and of the fairness of said sale; and said trustee shall further publish a notice to creditors, to file claims, if any they may have, within thirty days after the date of the first publication of said notice to creditors; and upon obtaining the Court's ratification of the sale, and on payment of the whole purchase money, and not before, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the said Robert M. Gray and John L. Bischoff, their heirs and assigns, all of the right, title and interest of the said Charles E. Marsh, and of those claiming by, from or under him, in and to said property, free and clear of any and all claims of said persons against the same.

And the said trustee shall bring unto this Court the money arising from said sale to be applied or disbursed under the direction of this Court,after deducting the costs of this suit, and such commissions to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith she shall have appeared to have discharged her trust.

William J. McWilliams, Judge.

Filed September 18, 1947

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Bertha A. Marsh, 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 Eight Thousand ($8000.00) 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 22nd day of September,Nineteen Hundred and 47.

WHEREAS, by virtue of a decree of sale dated September 18, 1947, and passed in a cause entitled "In the Matter of Charles E. Marsh, non compos mentis, Equity 9297 by the Circuit Court for Anne Arundel County, the said Bertha A. Marsh, Trustee, is authorized and empowered to make sale of the property described in said proceedings and the said Bertha A. Marsh, Trustee is about to execute said power and make sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Bertha A. Marsh, 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.

Witness: Bertha A. Marsh, Trustee (SEAL)

EAGLE INDEMNITY COMPANY

(Corporate Seal)

Frances E. Rollon By: Benjamin Michaelson,

Attorney-in-Fact Atty-in-fact.

Filed Sept. 22, 1947

Filed and Approved this 22nd day of Sept. 1947.

John H. Hopkins, 3rd, Clerk.

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of Bertha A. Marsh, Trustee, duly appointed by this Court, to make private sale of the property herein, respectfully represents:

1. That, pursuant to the authority vested in said Trustee, by a decree of this Court dated September 18, 1947, said Trustee, after having filed her bond in the sum of $8000.00 with the Clerk of the Court, proceeded to make private sale of the property mentioned in these proceedings and she sold the same to Robert M. Gray and John L. Bischoff for the sum of $8000.00, subject to the approval of this Court of a contract of sale made by said Trustee, dated September 5, 1947; said price being the highest offer obtainable.

2. That said purchasers have made a deposit of $500 on account of the purchase price and have agreed to pay the balance in cash upon final ratification of the sale.

Respectfully submitted,

Bertha A. Marsh, Trustee.

DISTRICT OF COLUMBIA, CITY OF WASHINGTON, TO WIT:

I HEREBY CERTIFY that on this 25th day of September, 1947, before me the subscriber, a Notary Public of the District of Columbia, in and for the City aforesaid, personally appeared Bertha A. Marsh, Trustee, and she 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 her knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Zoe M. Shea Notary Public (Seal)

Filed Sept. 26, 1947

ORDER NISI

ORDERED, this 26" day of September, 1947, That the sale of the real estate mentioned in these proceedings made and reported by Bertha A. Marsh, Trustee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of October next. The report states that the amount of sales to be $8000.00.

John H. Hopkins, 3rd, Clerk.

Filed September 26 , 1947 0-27

CERTIFICATE OF PUBLICATION.

Annapolis, Md. October 27, 1947

We hereby certify, that the annexed notice to Creditors- Charles E.Marsh-was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of November, 1947. The first insertion being made the 6th day of October, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 8814. By Shirley McDonald.

Filed October 27, 1947.

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FINAL ORDER

ORDERED BY THE COURT, This 7 day of November, 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 7 November, 1947.

ooo

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 27, 1947.

We hereby certify, that the annexed Order Nisi, Charles E. Marsh- 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.,

No. MG. 8759. By Shirley McDonald.

Filed October 27, 1949

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 then _he has stated the within account. February 9, 1948.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. No. 9297 Equity-In the Matter of Charles E. Marsh, non compos mentis and a non-resident in a

To Trustee for Commissions		270.00
To Trustee 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 Trustee for Expenses, viz:		
Capital-Gazette Press-notice to creditors	6.25	
Capital-Gazette Press- Order Nisi on Report of Sale	5.00	
Capital-Gazette Press-Order Nisi on Auditor's Account	5.00	
Eagle Indemnity Co.-bond premium	32.00	
Edward A. Hesselbrock and Royal H.Wigley-appraisers' fees	15.00	
One-half Federal revenue stamps	4.40	
One-half State revenue stamps	4.40	
Zoe M. Shea- notary fee	.50	72.55
To Trustee for Taxes, viz:		
1948 State and County taxes ($72.29-adj.)		4.05
Balance in hands of Bertha A. Marsh, Committee of Charles E. Marsh, non compos mentis, subject to further Order of this Court		7,615.65
		8,000.00

with Bertha A. Marsh, Trustee Cr.

1947

Sept. 5 Proceeds of sale (private) 8,000.00

8,000.00

Filed February 11, 1948

ORDER NISI

ORDERED, This 11th day of February, 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 13" 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 13" day of March, next.

True Copy Test: John H.Hopkins,3rd, Clerk. John H. Hopkins, 3rd, Clerk.

Filed February 11, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 18, 1948

We hereby certify, that the annexed Order Nisi-Equity #9297 Auditor's Account-Charles E. Marsh-was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of March, 1948. The first insertion being made the 19th day of February, 1948.

THE CAPITAL GAZETTE PRESS, INC.,

By. M. Stone.

Filed March 16, 1949.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 16th day of March, 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 March 16, 1948.

LOUIS M. STRAUSS, ASSIGNEE,	:	Equity No. 9398
vs	:	IN THE CIRCUIT COURT
THOMAS E. RICHARDSON	:	FOR
LILLIAN E. RICHARDSON.	:	ANNE ARUNDEL COUNTY

: : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above styled foreclosure suit and file original mortgae assignment and accounrt herewith.

Louis M. Strauss, Assignee.

Annapolis, Maryland

Capital City Building and Loan Association, Cr.,

to Thomas E. Richardson

Lillian Richardson, -Drs.

To amount on mortgage debt due to February 21, 1948

under terms of mortgage and by laws 2074.01

To 1948 County and State Taxes.

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 24th day of February, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Paul E. Clark, Secretary-Treasurer of Mortgagee, and made oath in due form of law that the aforegoing account and mortgage debt is justly due and owing to the best of his knowledge and belief.

WITNESS my hand and seal Notarial.

(Notarial Seal) Doris F. Moore, Notary Public

Filed Feby. 25", 1948.

ORIGINAL MORTGAGE

(MD. STATE STAMPS $1.80)

THIS MORTGAGE, Made this 20th day of July, in the year one thousand, nine hundred and Forty-Six, between Thomas E. Richardson and Lillian Richardson, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and CAPITAL CITY BUILDING AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee,

WHEREAS, said Mortgagors, being nembers of said body corporate, have received therefrom an advance of Eighteen Hundred ($1800.00) 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 6 per cent (6%) per annum in the manner following:

By the payment of Forty Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar week 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.

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 that lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

ALL that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, near Camp Parole, Maryland, designated as Lot No. 2 in Section F, on the plat of the sub-division of the property of James Hicks, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod T, Plat No. 11, together with a right-of-way over the 20 and 30 foot streets leading from Parole Station to Annapolis.

BEING the same property which was conveyed by the said James Hicks to Thomas E. Richardson and Lillian Richardson, his wife, by deed dated August 17, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.313, folio 186.

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.

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 costs 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 6 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 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 Mortgagor, 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 weekly 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 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 resolution of the Board of Directors of the Capital City Building and Loan Association.

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 Louis M. Strauss, 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 mortgaged 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 $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 degree 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, 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, cost 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 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 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: Thomas R. Richardson (SEAL)

Louis M. Strauss. Lillian Richardson (SEAL)

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

I HEREBY CERTIFY, that on this 20th day of July, 1946, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas E. Richardson and Lillian Richardson, his wife. and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared George E. Graefe, 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) Josephine S. Mason, Notary Public.

Recorded July 23, 1946, at 3:30 P.M.

Liber J.H.H. No. 372, Folio 121, etc. Land Records of A.A.Co.

ASSIGNMENT

For value received The Capital City Building and Loan Association hereby assigns the within mortgage to Louis M. Strauss for the purpose of foreclosure.

Witness its hand and corporate seal by Joseph H. Griscom, Sr., President and attested to by Paul E. Clark, its Secretary-Treasurer, this 18th day of February, 1948.

The Capital City Building and Loan Association,

(Corporate Seal.)

Paul E. Clark, Secretary. By Joseph H. Griscom, Sr., President.

Recorded 19 February, 1948, at 10 o'clock A.M. in Liber J.H.H. No. 372, folio 124.

Filed February 25, 1948.

ORDER TO ENTER CASE TO USE OF JOHN T. DIGGS

Mr. Clerk:

Please enter the interest of Louis M. Strauss, Assignee, in the above styled proceedings to the use of John T. Diggs, whose address is Annapolis, Maryland.

Louis M. Strauss, Assignee.

Louis M. Strauss.

Filed March 22, 1948

ASSIGNMENT AND ORDER to enter Proceedings and mortgage to use of Louis M. Strauss for Foreclosure.

Mr. Clerk:

Please enter the above styled proceedings to the use of Louis M. Strauss,

Assignee, for the purpose of foreclosure; and for value received I hereby re-assign all my right, title and interest in said proceedings, mortgage and mortgage debt to and unto Louis M. Strauss for the purpose of foreclosure.

WITNESS my hand and seal this 26th day of January, 1949.

Roscoe C. Rowe John T. Diggs, (SEAL)

State of Maryland, Anne Arundel County,

I Hereby certify that on this 26th day of January, 1949, before me the subscriber, a Notary Public of the State and County aforesaid, personally appeared John T. Diggs, and made oath in due form that the aforegoing assignment and entry is his act.

Witness my hand and Notarial Seal.

(Notarial Seal) Alice L. Wood, - Notary Public.

Filed January 27, 1949

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss, Assignee, of Anne Arundel County, Maryland, as Principal, and the Globe Indemnity Company, a body corporate of the State of New York, authorized to do 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 3rd day of May, 1949.

WHEREAS by virtue of a power of sale contained in a mortgage from Thomas E. Richardson and Lillian Richardson, his wife, to Capital City Building and Loan Association bearing date of July 20th, 1946, the said Louis M. Strauss is empowered and authorized 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 Louis M. Strauss 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 Louis M. Strauss, 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.

Louis M. Strauss (SEAL)

Signed, sealed and delivered in the presence of

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins, IV,

Katharine H. McCutchan

Atty-in-Fact

(CORPORATE SEAL)

Filed & Approved this 3" day of May, 1949.

John H. Hopkins, 3rd, Clerk.

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Legal Notice

LOUIS M. STRAUSS, Solicitor

21 West Street Annapolis, Md.

George W. Scible Auctioneer.

ASSIGNEE'S SALE

OF VALUABLE FEE SIMPLE PROPERTY AT CAMP PAROLE

Of and by virtue of the terms of a mortgage dated July 20, 1946, from Thomas E. Richardson and wife, as recorded among the Land Records of Anne Arundel County in Liber J.H.H. 372, folio 121 (default having occurred under said mortgage), the undersigned as assignee thereof will sell at public auction at the Court House door, Annapolis, Maryland, on TUESDAY, May 3rd, 1949, at 11:15 o'clock A.M.,

All that lot of ground and improvements situate in the Second Election District of Anne Arundel County in the village of Camp Parole, and described as follows:

ALL that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, near Camp Parole, Maryland, designated as Lot No. 2 in Section F on the plat of the sub-division of the property of James Hicks, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod T, Plat No. 11, together with a right-of-way over the 20- and 30-foot streets leading from Parole Station to Annapolis.

The aforegoing lot of ground is improved by a one and one-half story stuccoed modern bungalow with modern conveniences in a highly desirable colored neighborhood near public school and churches.

TERMS OF SALE: A deposit of three hundred dollars ($300.00) in cash will be required of the purchaser at the time and place of sale, balance of purchase money to be paid after ratification of sale by the Circuit Court for Anne Arundel County, and purchase money to bear interest from day of sale, all special taxes ,if any, to be adjusted to day of sale.

LOUIS M. STRAUSS, Assignee

Filed May 5, 1949

CERTIFICATES OF AUCTIONEER & PURCHASER.

I Hereby certify that I offered the within property as herein set forth at Public Sale and sold said property to John H. Hopkins, IV, he or they being the highest bidder therefore, at and for the sum of $Thirty-two Hundred and Fifty dollars.

Geo. W. Scible, Auctioneer

I Hereby certify that I Purchased the within described Property this 3rd day of May, 1949, from Louis M. Strauss, Assignee, at public Sale at and for the sum of Thirty-two Hundred and Fifty Dollars being the highest offer therefore.

John H. Hopkins, IV, Purchaser.

Filed May 5, 1949

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Louis M. Strauss, Assignee in these proceedings respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Thomas E. Richardson and Lillian Richardson, his wife, dated July 20th, 1946 and recorded in Liber J.H.H. 372, folio 121, among the Land Records of Anne Arundel County, which said mortgage was duly assigned to and unto Louis M. Strauss, Assignee, and default having occurred thereunder, the said Louis M. Strauss as Assignee of said Mortgage after having given

bond with approved security, and after having given due notice of time, place,manner and terms of sale by advertisement published in the Southern Maryland Times, a newspaper published in Anne Arundel County, and after having complied with all other requisites of the mortgage and 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 3rd, 1949 11:15 p.m., and the said property was then and there sold as advertised to John H. Hopkins, IV, at and for the sum of Three Thousand two hundred fifty dollars ($3,250.00), he being then and there the highest bidder therefore, which property is described as follows:

All that lot of ground and improvements situate in the Second Election District of Anne Arundel County in the Village of Camp Parole and described as follows:

All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, near Camp Parole, Maryland, designated as Lot No. 2 in Section F, on the plat of the sub-division of the property of James Hicks, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod T, Plat No. 11, together with a right of way over the 20 and 30 foot streets leading from Parole Station to Annapolis.

The aforegoing lot of ground is improved by a One -and one-half story stuccoed modern bungalow with modern conveniences in a highly desirable colored neighborhood near public school and churches; and your Petitioner attaches hereto a Certificate of Publication of said sale.

Louis M. Strauss, Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 4th day of May, 1949, before me, the subscriber, a Notary Public of the State of Maryland, and the County aforesaid,personally appeared Louis M. Strauss, Assignee, and made oath in due form of law that the aforesaid sale was made according to the terms of the mortgage and was fairly conducted.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Alice L. Wood, Notary Public

My commission expires May 7th, 1951.

Filed May 5, 1949

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CERTIFICATE OF PUBLICATION

Annapolis, Maryland.

THIS IS TO CERTIFY, That the annexed advertisement of Assignee Sale of Valuable Property was inserted in THE SOUTHERN MARYLAND TIMES, A weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for ___ successive weeks before the three weeks-that is to say, the same was inserted in the issues of April 7, April 21, and April 28,1949.

THE SOUTHERN MARYLAND TIMES

B.C. F. Mulee ,Sr.

Business Manager

Filed May 5, 1949

PETITION

To the Honorable, the Judges of said Court:

The petition of Lillian Richardson, one of the mortgagors in this cause,respectfully represents:

1. That, prior to the sale of the property mentioned in these proceedings, your petitioner and the said Thomas E. Richardson owned the same as tenants by the entireties.

2. That your petitioner was divorced a vinculo matrimonii from the said Thomas E. Richardson, on February 2, 1948.

3. That at the time of the obtaining of a divorce as aforesaid by your petitioner, the said Thomas E. Richardson agreed to pay to your petitioner the sum of One Thousand ($1,000.00) Dollars in full settlement of any and all claims for alimony and support and for her interest in said property, and he agreed that in the event of a mortgage foreclosure he would pay to your petitioner from the proceeds of the sale, any surplus over and above the mortgage debt and expenses of foreclosure, not to exceed the sum of One Thousand Dollars.

4. That your petitioner is informed that there will be a surplus in the hands of the attorney who foreclosed the mortgage, after payment of the mortgage debt and expenses.

5. That your petitioner has not been paid any part of the aforesaid sum of One Thousand Dollars which was agreed upon to be paid to her by the said Thomas E. Richardson.

6. That, under the circumstances, your petitioner is entitled to have paid to her that portion of the surplus aforesaid which normally would be payable to the said Thomas E. Richardson.

Wherefore your Petitioner prays this Honorable Court to pass an under allowing the claim of your petitioner and directing the Auditor to allow the same as far as said surplus is available for the payment of the same, not to exceed the sum of One Thousand Dollars, and that the Attorney named in the mortgage be directed to pay said sum as prayed herein.

And as in duty bound, etc.

John H. Hopkins, IV, Solicitor for Petitioner

Lillian Richardson, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of May, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lillian Richardson, 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 as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Mary M. Munroe, Notary Public.

Filed May 14, 1949

ORDER OF COURT

UPON the foregoing petition, it is hereby ORDERED this 16th day of May, 1949, by the Circuit Court for Anne Arundel County in Equity, that the claim of Lillian Richardson be, and the same is hereby allowed, and that the Auditor in stating the account allow payment of said claim as far as the proceeds available may apply, but not to exceed the sum of One Thousand ($1,000.00) Dollars, and that the Attorney named in the mortgage be, and he is hereby authorized and directed to pay the same, unless cause to the contrary be shown by the said Thomas E. Richardson, mortgagor, on or be-

fore the 1st day of June, 1949; provided that a copy of the petition and this Order be served on him on or before the 25th day of May, 1949.

BENJAMIN MICHAELSON, Judge.

Filed May 16, 1949

ORDER OF COURT

No cause to the contrary having been shown, it is this 4th day of June, 1949, ordered, adjudged and decreed by the Circuit Court for Anne Arundel County in Equity that the claim of Lillian Richardson be, and the same is hereby allowed, and the Auditor in stating the account shall allow payment of said claim as far as the proceeds available may apply, but not to exceed the sum of One Thousand ($1,000.00) Dollars, and the Attorney named in the mortgage, be and he is hereby authorized and directed to pay the same.

BENJAMIN MICHAELSON, Judge.

Filed June 4", 1949

ORDER NISI

ORDERED, this 5th day of May, 1949, That the sale of the property mentioned in these proceedings made and reported by Louis M. Strauss, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6" 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 6" day of June next.

The report states that the amount of sales to be $3,250.00.

True Copy; Test: John H. Hopkins, 3rd, Clerk.

John H. Hopkins, 3rd, Clerk.

Filed May 5, 1949

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 (3) three successive weeks before the 6th day of June, 1949, that is to say, the same was inserted in the issues of May 12, 19 and 26, 1949.

THE SOUTHERN MARYLAND TIMES.

B. C.F. Mulee, Sr., Business Manager.

Filed June 7, 1949

FINAL ORDER

ORDERED BY THE COURT, This 8th day of June, 1949, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, A.J.

Filed June 8, 1949

SUPPLEMENTAL STATEMENT OF MORTGAGE CLAIM

To Principal debt under mortgage dated July 20, 1946	1800.00
Less credits to Feb.2, 1948 on Principal	18.52
Balance on Principal	1781.48

To interest, fines, under by-laws under Mtge to date

of Sale, May 3, 1949 . . . . . 343.03

$2124.54

State of Maryland, Anne Arundel County

I HEREBY CERTIFY that on this 16th day of June, 1949, before me the Subscriber, a Notary Public of the State and County aforesaid, personally appeared Louis M. Strauss, Agent, Attorney named in mortgage and made oath in due form of law that the amount set forth in the aforegoing Mortgage account is true to the best of his knowledge and belief.

WITNESS MY HAND AND Notarial Seal.

(Notarial Seal) Alice L. Wood, Notary Public.

Not 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. June 17, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Louis M. Strauss, Assignee, vs. Thomas E. Richardson and Wife in ac.

To Assignee for Fee, viz:	25.00	
To Assignee for Commission, viz:	128.34	153.34
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Jos. W. Alton, -Sheriff's costs	1.25	
Auditor- stating this account	9.00	39.00
To Assignee for Expenses, viz:		
Southern Md. Times- advertising sale	13.50	
Southern Md. Times- handbills & tax	9.69	
Southern Md. Times- order nisi (sale)	5.00	
Southern Md. Times- order nisi (acct)	5.00	
Globe Indemnity Co., bond premium	12.00	
George W. Scible-auctioneer's fee	20.00	
Clerk of Court- recording assignment	.75	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.92	
Alice L. Wood- notary fees	1.50	71.29
To Assignee for Taxes, viz:		
1948 State and County taxes	41.09	
1949 State and County taxes ($36.46-adj.)	12.18	53.27
To John T. Diggs, Assignee of the proceedings in this case-in full for mortgage claim filed		2,124.54
To Lillian Richardson- this balance to apply on claim filed, as per Order of Court of 6/4/49		836.61
		3,278.05

with Louis M. Strauss, Assignee Cr.

1949			
May 3	Proceeds of Sale	3,250.00	
	Interest on deferred payment to 6/17/49	28.05	3,278.05
			3,278.05

Filed June 20, 1949

ORDER NISI

ORDERED, This 20" day of June, 1949, 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 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 25" day of July next.

John H. Hopkins, 3rd, Clerk.

Filed June 20, 1949.

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 (3) three successive weeks before the 25th day of July, 1949. that is to say, the same was inserted in the issues of June 23, 30 and July 7, 1949.

THE SOUTHERN MARYLAND TIMES,

B.C.F Mulee,Sr. Business Manager.

Filed December 29, 1949.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 29th day of December, 1949, 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.

Benjamin Michaelson

A. J.

Filed December 29", 1949.

JOSEPH HETTLEMAN

Harry B. Wolf,Jr.

In the Circuit Court for Anne Arundel County

No. 9472 Equity

Anton Frederick

No. 29262-A

Anna Theresa Frederick

DOCKET ENTRIES

2nd February,1948	Bill of Complaint for the sale of real estate (1). fd.
2nd February, 1948	Subpoena issued (2 summoned as marked)
15th March, 1948	Appearance of Defendant by Harry B. Wolf,Jr.,Esq., and her Answer to the Bill of Complaint (3) fd.
29th March, 1948	Decree directing property be sold and appointing Joseph Hettleman and Harry B. Wolf,Jr.,Trustees,Bond $ 7500.00,etc. (4) fd.

3rd April, 1948	Trustees Approved Bond (5) fd.
3rd May, 1948	Trustees Report of Sale made to J. Matt, Meyer Mindell, William C. Fisher and Theodore Sommers, (6) fd.
3rd May, 1948	Ratified Nisi Order (7) fd.
25th May, 1948	Exceptions of Anna Theresa Frederick to ratification of sale (8) fd.
27th May, 1948	Motion for hearing on Exceptions (9) fd.
27th May, 1948	Notice as to Hearing (10) fd.
3rd June, 1948	Petition of Trustees for authority to file an additional bond in the penalty of $1000. and Order of Court thereon granting the same (11) fd.
4th June, 1948	Certification of Publication on Public Sale made to Wm. C. Fisher, J. Matt, Meyer Mindell and Theodore Sommers (12) fd.
5th June, 1948	Order of Court dismissing Exceptions of Anna Theresa Frederick (13) fd.
8th June, 1948	Trustees Additional Bond (14) fd.
8th June, 1948	Trustees Report of Sales made to William C. Fisher, J.Matt, Meyer Mindell, finally ratified and confirmed, except as to Ward St. property (15)
10th June, 1948	Assignment of interest of Anton Frederick unto Anna Cohen (16) fd.
10th June, 1948	Appearance of F. Gray Goudy Esq., entered for Jack Matt, purchaser, (17) fd.

Edwin J. Wolf
Harry B. Wolf, Jr.

110 E.Lexington Street
Baltimore 2, Md.

ANTON FREDERICK
1249 Washington Boulevard

vs

ANNA THERESA FREDERICK
1249 Washington Boulevard

In the Circuit Court No. 2
of
Baltimore City.

. . . . . .

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orator, Complaining, says,

1st.- That by a Decree dated January 14, 1948, passed by this Honorable Court, the above parties were divorced A VINCULO MATRIMONII, this Complainant, being Ordered to pay the sum of Five Dollars a week to the presend defendant, as permanent alimony as by reference to Docket 1947 B folio 305 may more be fully seen.

2nd:- That the said parties prior to the said Decree were the owners as tenants by the entireties of certain leasehold and fee simple properties located some in Baltimore City, and some in the Counties, which will be hereinafter be more fully described, and that said properties are still owned by the parties herein, but as tenants in common.

3rd.- The following are the properties owned by the parties:

(1) A lot of ground on the southeast side of Washington Boulevard, formerly called Columbia Avenue, the improvements thereon being known as No. 1269 Washington Boulevard, and which is more fully and particularly described in a Deed dated February

2, 1932, and recorded among the Land Records of Baltimore City, in Liber S.C.L. No. 5282 folio 514, was acquired by said parties from Charles J. Leonard, subject to an annual ground rent of $48.00, less than $100.00 is still owing on an existing mortgage.

2. A lot of ground on the northwest side of Ward Street, distant southwesterly 110 feet 7 and one half inches formed by the intersection of the northwest side of Ward Street and the southwest side West Ostend Street said property being at present unimproved,and which is more fully and particularly described in a deed dated June 15, 1940, and recorded among the Land Records of Baltimore City, was conveyed by John A. Glaeser and Minnie L. Glaesser his wife to the parties herein, their heirs and assigns in fee simple, see Liber M.L.P. No. 6046, folio 251.

3. Two lots of ground situate in Baltimore County and known as Lots No. 41 and 42, in Block "F" as shown on the Plat of Halethorpe Terrace, and which is recorded in Baltimore County in Plat Book W. P. C. No. 7 folio 72; conveyed by the Realty Traders Incorporated, to the parties herein by Deed dated November 18, 1927, and recorded among the Land Records of Baltimore County in Liber W.H.M. No. 653 folio 39.

4. Two lots of ground numbered 207 and 208 as shown on a Plat known as Magothy Beach, which Plat is recorded in Plat F.S.R. No. 4 folio 15; conveyed by The Upper Ashburton Realty Company, Incorporated, to the parties herein in fee simple by Deed dated March 28, 1939,and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 198,folio 142; certified copies of the aforesaid Deeds will be filed at any time when requested, by the within Respondent, or her Solicitor.

4th.- That your Orator is desirous of having this Honorable Court decree a partition of the said properties mentioned herein before, and as said properties cannot be divided without loss or injury to the parties interested, your Orator desires that the said properties be sold and the money divided among the parties according to their respective interest.

TO THE END, THEREFORE,

(a) That this Honorable Court assume jurisdiction in the premises, and appoint a Trustee or Trustees to take charge of the said properties and sell the same to the highest bidder, for cash and after paying the cost of such sale to divide the money according to the respective interest of your Orator and the said defendant therein.

(b) That your Orator may have such other and further relief as his case may require.

And,as in duty bound, etc.

Anton Frederick
Complainant

Joseph Hettleman,
Solicitor for Complainant

. . . . . .

ANTON FREDERICK	:	IN THE
-vs-	:	CIRCUIT COURT NO. 2
ANNA THERESA FREDERICK	:	OF BALTIMORE CITY

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Anne Theresa Frederick, the Defendant herein, by her solicitor, Harry B. Wolf, Jr., says:

1. This Defendabt admits that by a decree dated January 21, 1948,passed by the Circuit Court of Baltimore City, the above parties were divorced a vinculo matrimonii.

2. Answering Paragraphs 2, 3 and 4 of said Bill of Complaint, your Defendant admits the allegations contained therein.

And, as in duty bound, etc.

Anna Theresa Frederick,
Defendant.

Harry B. Wolf, Jr.,
Solicitor for Defendant.
110 E.Lexington St.Balto.2-Md

I hereby certify that I have this 15 day of March, 1948, mailed a copy of the within Answer to Bill of Complaint to Joseph Hettlemam, Esquire, 5 Guilford Avenue, Solicitor for the Plaintiff.

Harry B. Wolf, Jr.,
Solicitor fir Defendant

DECREE IN THE CIRCUIT COURT OF BALTIMORE CITY.

ANTON FREDERICK	:	IN THE CIRCUIT COURT # 2
vs.	:	of
ANNA THERESA FREDERICK	:	BALTIMORE CITY

The above cause standing ready for hearing and being submitted the Bill of Complaint and Answer thereto and all the other proceedings were, by the Court, read and considered-

It is thereupon, this 29th day of March in the year nineteen hundred and forty-eight by the Circuit Court of Baltimore City, ADJUDGED, ORDERED and DECREED, that leasehold and fee simple property mentioned in the proceedings be sold, that Joseph Hettleman and Harry B. Wolf, Jr., be and they are hereby appointed TRUSTEES to make said sale, and that the course and manner of the 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 Seventy-five hundred ($7500.00) 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 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, as they shall think proper, of the time, place, manner and terms of sale, which shall be one-third cash, the balance in six and twelve months, or all cash as the purchaser may elect, the credit payments to bear interests from the day of sale and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said trustees, and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money,(and not before,) the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold free, clear and discharged from all claim of the parties hereto Complainant 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 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.

E. Paul Mason

ANTON FREDERICK	:	IN THE
	:	CIRCUIT COURT NO. 2
vs.	:	OF
ANNA THERESA FREDERICK	:	BALTIMORE CITY

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT No. 2 of BALTIMORE CITY:

The Report of Sale of Joseph Hettleman and Harry B. Wolf,Jr., Trustees appointed by the decree in the above entitled cause, to make sale of the property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of the trust as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Daily Record and in the Baltimore Sun, daily newspapers published in Baltimore City for more than three successive weeks preceding the day of sale, said Trustees did pursuant to said notice on Tuesday, the 27th day of April, 1948, at __ o'clock P.M., attend on the premises and then and there sold __ property:

Sold To:	Address:	Amount:
Magothy Beach J. Matt	Upper Magothy Beach Riverside Drive	$2,750.00
Halethorpe Hgts.lots Meyer Mindel		60.00
1289 Washington Boulevard Wm.C. Fisher		5,400.00
Ward Street Property Theodore Sommers		125.00
Total Sales		$8,335.00

Joseph Hettleman

Harry B. Wolf, Jr., Trustees.

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, That on this 3rd day of May, 1948 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid,personally appeared Joseph Hettleman and Harry B. Wolf,Jr., Trustees, and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Seal. Eugene Hettlemen, Notary Public

ANTON FREDERICK	:	IN THE CIRCUIT COURT No. 2
	:	of
VS	:	BALTIMORE CITY
ANNA THERESA FREDERICK	:	MAY TERM, 1948

ORDERED, That the Public sale of the property mentioned in these proceedings, made to Wm. C. Fisher, J. Matt, Meyer Mindell and Theodore Sommers and reported by Joseph Hittleman and Harry B. Wolf, Jr., Trustees be ratified and confirmed,unless cause to the contrary thereof be shown on or before the 3 day of June, 1948; provided a copy of this order be inserted in some daily newspaper, printed in Baltimore City, once in each of three successive

weeks before the 27th day of May, 1948. The report states the amount of sale to be $8,335.00 /

John S . Clarke

Sgd. John S. Clarke, Clerk.

Anton Frederick	:	IN THE CIRCUIT COURT NO .2
vs	:	of BALTIMORE CITY
Anna Theresa Frederick	:	May Term, 1948.

ORDERED by the Circuit Court No. 2 Baltimore City, this 8th day of June, 1948, That the public sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, Except Ward Street property, no cause to the contrary having been shown, although due notice appears to have been given as required by order nisi passed in said cause; and the Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

E. Paul Mason.

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, Bill for Sale of Real Estate filed 2 Feb., 1948, Answer filed 15 March, 1948, Order appointing Joseph Hettleman and Harry B. Wolf,Jr., Trustees, signed 29th March, 1948. Report of Sale filed 3 May, 1948, Ratified Nisi Order signed 3 May, 1948, and Order of Court ratifying and confirming Report of Sale signed 8th day of June, 1948, now on file in this office in the cause therein entitled Anton Frederick-vs-Anna Theresa Frederick, 57A-51-1948,No. 29262-A.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 15th day of June, A. D. 1948.

(Court Seal) John S. Clarke, Clerk

Filed June 18", 1948

JOHN HORNBERGER,ADMINISTRATOR,	:	
ELIZA CANNON, unmarried,		
DAISY B. CARLSON, unmarried,	:	
CELIA BROOKS, unmarried	:	
ELIZABETH BROOKS, unmarried,		No. 9425 Equity
CHARLES BROOKS, JR., and	:	
EDNA BROOKS, his wife,	:	IN THE CIRCUIT COURT
BESSIE BROOKS BASIL, and		
OWEN BASIL, her husband,	:	
HILDA V. CURRIER, unmarried,		for
EMMA HIPKINS, unmarried,	:	
WALTER HIPKINS, unmarried,	:	
MARY ELLEN TIER and		ANNE ARUNDEL COUNTY.
JOHN TIER, her husband,	:	
CHARLES HIPKINS and	:	
SUE HIPKINS, his wife,	:	

CURTIS HACKETT and :
KATHLEEN HACKETT, his wife,
WILLIAM HACKETT and :
JUANITA HACKETT, his wife,
ANNA M. HACKETT, unmarried, :
HARRY LETOURNEAU and
ELSIE LETOURNEAU, his wife, :
H. DASHIEL LETOURNEAU and
ALIPIA LETOURNEAU, his wife, :
c/o EMANUEL KLAWANS,
Annapolis, Md.
:
PLAINTIFFS

vs

:
CURTIS HACKETT, a minor, 1821 E. Baltimore St. Balto., Md.
HARRY HACKETT JR., a minor, do
:
LAWRENCE HACKETT, a minor do
RICHARD HACKETT and :
ANNA HACKETT, his wife , Wilmington, California,
Defendants. :

BILL FOR PARTITION - SALE OF LAND.

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The plaintiffs respectfully shows:-

1. That Susan E. Brewer, also known as Sue Ellen Brooks Brewer, departed this life intestate, seized and possessed in fee simple of a lot fronting 20 feet 7½ inches on Severn Avenue, Eastport, Anne Arundel County, Maryland, with a depth therefrom of 200 feet 3 inches, improved by a three story dwelling, which was conveyed to her and Thomas H. Brewer her husband by Nicholas H. Green, Trustee, by deed dated February 5, 1925 recorded among the land records of said County in liber W.N.W. 104 folio 17, of which a certified copy is filed herewith as exhibit 1 and is incorporated herein by reference. Thomas H. Brewer prepdeceased her and said property then became vested in her.

2 . That the said Susan E. Brewer was not survived by any husband, child or descendant, or parent. She is survived by her three sisters, Eliza Cannon, Daisy B. Carlson, and Celia Brooks, none of whom are married, all of whom are aduilt.

Her brother, Charles W. Brooks, pre-deceased her, and is survived by his widow, Elizabeth Brooks, who has not re-married, and by all of his children, namely:- Charles Brooks, Jr., married to Edna Brooks; Bessie Brooks Basil married to Owen Basil; Hilda V. Currier, widow not now married. All of said parties are adults.

Her brothers, Edward Brooks and William Brooks, pre-deceased her, leaving no widows, children or descendants.

Her sister, Elizabeth Hipkins, pre-deceased her, and is not survived by any husband. She is survived by her children, Emma Hipkins, who is not married; Walter Hipkins, unmarried; Mary Ellen Tier married to John Tier; Charles Hipkins married to Sue Hipkins. Another child of Elizabeth Hipkins, Anna Hackett, pre-deceased her, leaving no husband, but survived by her children, namely:- Curtis Hackett married to Kathleen Hackett; Richard Hackett married to Anna Hackett, who are non-residents of Maryland residing in California; William Hackett married to Juanita Hackett. Another child of Anna Hackett is dead, Harry Hackett, who has left a widow, Anna M. Hackett, who has not re-married, and all of his children, Curtis

Hackett, Harry Hackett, Jr., Lawrence Hackett, all of said children being minors. Another child of Elizabeth Hipkins, Jane LeTourneau, is dead, and she is survivied by her husband, Harry LeTourneau who has married Elsie LeTourneau, and she is also survived by her only child, H. Dashiel LeTourneau married to Alipia LeTourneau.

That Susan E. Brewer left no other kin surviving her.

3. That the personal estate of Susan E. Brewer is not sufficient to pay her funeral expenses, debts, costs of administering her estate. Letters of Administration have been granted to John Hornberger.

4. That said realty and the furnishings and contents therein are not susceptible of division in kind among the kin of Susan E. Brewer without loss or injury to the parties involved, and it is for the benefit and advantage of said infants and of all parties concerned that said property be sold and the proceeds distributed among the parties according to their respective interests.

TO THE END THEREFORE:

(1) That a decree be passed for the sale of the property mentioned.

(2) That the proceeds of sale be distributed according to the respective interests of the parties.

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

MAY IT PLEASE YOUR HONORS to grant to the plaintiffs writs of subpoena directed to the infant defendants, Curtis Hackett, Harry Hackett, Jr., Lawrence Hackett, who reside at No. 1821 E. Baltimore Street, Baltimore, Maryland, to be read to and left with them, a copy of the writs to be left with their parent, Anna M. Hackett, at same address.

MAY IT PLEASE YOUR HONORS to grant to the plaintiffs an order of publication directed to the non-resident defendants, Richard Hackett and Anna Hackett, his wife, who are residents of California and non-residents of Maryland, informing them of the object and substance of the bill of complaint and warning them to be in this Court in person or by solicitor on some certain day, to answer the premises and abode by and perform such decrees as may be passed therein, and show cause why decrees should not be passed as prayed

AND AS IN DUTY BOUND, etc.

John Hornberger, Adm.,
Eliza Cannon
Daisy B. Carlson
Cecelia Brooks
Elizabeth Brooks
Charles Brooks, Jr.,
Edna Brooks
Bessie Brooks Basil
Owen A. Basil
Hilda Va. Currier
Emma E. Hipkins
Walter Hipkins
Mary Ellen Tier
John Tier

Charles E. Hipkins,
Susan R. Hipkins
Curtis Hackett
Kathleen Hackett
William Hackett
Juanita Hackett
Anna M. Hackett
Harry LeTourneau
Elsie A. LeTourneau
H. Dashiell LeTourneau
Alipia LeTourneau

E. Klawans.
Solicitor for the plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 30th day of March, 1948, before the subscriber, a notary public of the State of Maryland, in and for Anne Arundel County, personally appeared Daisy B. Carlson and she did make oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true and bonafide as there stated, to the best of her information, knowledge and belief. Witness my hand and notarial seal.

(Notarial Seal) Emanuel Klawans, Notary Public

Filed April 5, 1948

EXHIBIT NO. 1

D E E D

THIS DEED, Made this twenty-fifth day of February, in the year Nineteen Hundred and twenty-five, by Nicholas H. Green, Trustee, as hereinafter mentioned of the first part, and Thomas H. Brewer, and Susan E. Brewer, his wife, of the second part, all of Anne Arundel County, in the State of Maryland, Witnesseth:

WHEREAS, the said parties of the second part by deed of even date herewith conveyed the hereinafter described property to the said Nicholas H. Green, Trustee in special trust and confidence nevertheless to immediately reconvey the same to the said parties of the second part as tenants by entireties, and in execution of the trust reposed in him by said deed and in order to effectuate the intention of all the parties hereto, the said Nicholas H. Green, Trustee, executes this deed.

NOW, THEREFORE, This Deed Witnesseth: that in consideration of the premises and of the sum of Five Dollars, the said Nicholas H. Green, Trustee, has bargained and sold and by these presents does grant and convey unto the said Thomas H. Brewer and Susan E. Brewer, his wife, as tenants by entireties, their heirs and assigns, in fee simple.

ALL that lot, piece or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, aforesaid, in the Village of Eastport, formerly known as Horn Point, located on the North side of Severn Avenue fronting thereon twenty-feet seven and one half inches and having a depth therefrom of Two Hundred feet and three inches more or less, and being a part of Lot Number Two Hundred and fifty three (253) as laid down and designated on the Plat of Horn Point made by John Duvall, Surveyor, on the Thirtieth day of September, Eighteen Hundred and <u>and</u> sixty-eight.

BEING the same property which was conveyed to the said Thomas H. Brewer by Enos Brewer

and Patty S. Brewer, his wife, by deed dated on the Fifth day of October, in the year Eighteen Hundred and ninety-two, and recorded among the Land Records of Anne Arundel County, in Liber S.H. No. 42, folio 318, and being the identical property which was conveyed to the said Nicholas H. Green, Trustee, by Thomas H. Brewer, and Susan E. Brewer, his wife, by deed of even date herewith and recorded among the Land Records aforesaid prior to the recording of this deed.

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 lot of ground with its appurtenances unto and to the proper use and benefit of the said Thomas H. Brewer and Susan E.Brewer, his wife, as tenants by the entireties their heirs and assigns in fee simple.

WITNESS the hand and seal of the above Nicholas H. Green, Trustee, on the day and year first above written.

Test: Nicholas H. Green (Seal)

Myrtle Sturm Trustee.

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that on this 25th day of February, in the year Nineteen Hundred and Twentyfive, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Nicholas H.Green Trustee, and acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial.

Myrtle Sturm

(Notarial Seal) Notary Public

Recorded 26 February, 1925, at 11 o'clock 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. 104, folio 17, 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 5th day of April, A. D. 1948.

John H. Hopkins, 3rd, Clerk.

Filed April 5, 1948.

ANSWER OF RICHARD S. HACKETT & ANNA HACKETT, his wife.

To the Honorable, the Judges of said Court:

The answer of Richard S. Hackett and Anna Hackett, his wife, to the bill of complaint in the above case, respectfully shows:-

1. They neither admit nor deny the facts alleged. They consent that the property be sold and the proceeds divided. And having fully answered they pray to be hence dismissed with their costs.

And as in duty bound, etc.,

Richard S. Hackett

Anna Hackett.

Filed April 5, 1948

ORDER TO RE-ISSUE SUBPOENAS.

Mr. Clerk:

Please re-issue subpoena in the above case to be served on Curtis Hackett, a minor, Harry Hackett,Jr., a minor, and Lawrence Hackett, a minor, by reading the writ to each of said minors, and leaving a copy of the writ with each of said minors, all of whom reside at 1821 E. Baltimore Street, Baltimore, Maryland, and by leaving a copy of the bill of complaint, with a copy of the subpoena, with each of said minors. And a copy of the subpoena and bill of complaint to be left with Anna M. Hackett, the parent of all three of said minors, who resides at the same address.

E. Klawans,

Solicitor for plaintiffs.

Filed June 30", 1948.

ORDER TO RE-ISSUE SUBPOENAS

Mr. Clerk:

Please re-issue subpoenas in the above case for the above named infant defendants, to be read to the infant defendants, and copies of the writ and bill of complaint to be left with each of them, and a copy of the writ and bill of complaint to be left with their mother, Anna M. Hackett, at said address.

E. Klawans

Solicitor for plaintiffs.

Filed July 19, 1948

PETITION TO APPOINT GUARDIAN AD LITEM.

To the Honorable, The Judges of said Court:

The plaintiffs respectfully show:

That Curtis Hackett, Harry Hackett,Jr., and Lawrence Hackett, are minors, and have been duly summoned to appear to this suit, but being minors cannot answer.

Petitioners pray that a guardian ad litem be appointed for them.

E. Klawans,

Solicitor for the petitioners.

Filed August 2, 1948.

ORDER OF COURT.

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 9th day of August, 1948, that Linwood L. Clark is hereby appointed guardian ad litem for the above minors.

Marvin I. Anderson, Judge.

Filed 9 August, 1948

TESTIMONY ON BEHALF OF THE PLAINTIFFS.

PRESENT:

Mr. Emanuel Klawans, Attorney for Plaintiffs.

Mr. John S. Strahorn, Examiner,

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Mr. Clerk:- Please file.

Jno. S. Strahorn, Examiner.

COSTS:

JDS-----$8.50 Pd by E. Klawans)
JSS---- 8.00 Pd by E. Klawans.) Pd. J.S.S.

Daisy B. Carlson,one of the plaintiffs, being first duly sworn, deposes and says:-

(Klawans)

1. State your name and residence?

A. Daisy B. Carlson, 107 Prince George St. Annapolis, Md.

2. Are you related to Susan E. Brewer?

A. Yes, I am her sister.

3. Is she living or dead?

A. She died, June 18th, 1947.

4. Did she leave a will?

A. No.

5. What real estate did she own at her death?

A. A furnished house and lot known as No. 412 Severn Avenue, Eastport, Anne Arundel County, Maryland.

--------Certified copy of deed filed as exhibit 1.

6. Has her estate been administered in the Orphans' Court?

A. Yes, John Hornberger is the administrator.

7. Has notice to creditors been published?

A. Yes.

8. Did Susan Brewer have a husband living at her death?

A. No, Thomas Brewer died before she did, and she did not re-marry.

9. Did she have any children or descendants of her children?

A. No, she never had any children.

10. Did either of her parents survive her?

A. No.

11. Was she survived by any brothers or sisters?

A. Eliza Cannon, Celia Brooks, and myself are her sisters. All three are more than 21 years old, and are not now married.

12. Did she have any other sisters and brothers?

A. She had one other sister, Elizabeth Hipkins, who died 25 or 30 years ago; Charles W. Brooks who died in 1946; Edward Brooks who died about 30 years ago; William Brooks, who died 15 to 18 years ago. These are all her brothers and sisters.

13. Who are the relatives of Charles W. Brooks?

A. He left a widow, Elizabeth Lillian Brooks, who has not re-married, and the following children-: Hilda V. Currier, who is a widow and not married; Bessie Brooks Basil, married to Owen Basil; Charles Brooks, Jr., married to Edna Brooks. He had no other children. All these people are more than 21 years old.

14. Who are the relatives of Edward Brooks and of William Brooks?

A. They died when boys, and never married. They left no widows, children or descendants.

15. Who are the relatives of Elizabeth Hipkins?

A. Her husband died before her, and she did not marry again. Her children are:- Emma Hipkins, not married; Walter Hipkins, not married; Mary Ellen Tier, married to John Tier; Charles Hipkins, married to Sue Hipkins. All these people are more than 21 years old. She had another child, Anna Hackett, who died about two years ago (1946), and had only one other child, Jane LeTourneau, who died five or six years ago.

16. Who are the relatives of Anna Hacket?

A. She left no husband. Her children are:-Curtis Hackett, married to Kathleen Hackett; Richard Hackett, married to Anna Hackett; William Hackett, married to Juanita Hackett; They are all more than 21 years old. She had one other child, Harry Hackett, who died about four years ago (1944), before his mother died.

17. What relatives did Harry Hackett leave?

A. He left a widow, Anna M. Hackett, who has not re-married, and the following children, Curtis Hackett, Harry Hackett, Jr., Lawrence Hackett. The children are all under 21. The widow is over 21. He had no other children.

18- Who are the relatives of Jane LeTourneau?

A. She left a husband, Harry LeTourneau who has since married Elsie LeTourneau. She had only one child, H. Dashiel_ LeTourneau, married to Alipia LeTourneau. All these people are over 21 years old.

19. The real estate of Susan E. Brewer consists of a lot 20 feet 7½ inches by 200 feet 3 inches?

A. Yes, far as I know, that's right.

19. Does it have a house on it?

A. Yes.

20. Do you think that house and lot could be divided up among all these relatives without loss or injury to the parties?

A. No. I don't. It would have to be sold and the money divided.

21. Do you think it would be to the benefit and advantage of everybody, to sell the property and divide the money?

A. I really do,-there are two more sisters you can ask them the same thing both think the same way.

22. Do you think it would be to the benefit of the minors to have it sold?

A. Yes.

To the general question under the rule the witness says:

A. No, I don't think of anything else.

Daisy B. Carlson.

Charles Albert Hodges, Jr., a witness of lawful age, being first duly sworn,deposes and says:-

(Klawans)

1. State your name, address and occupation?

A. Charles Albert Hodges, Jr., Weems Creek, Annapolis,Real Estate and Insurance.

2. Are you familiar with real estate values in Anne Arundel County?

A. I am.

3. Particularly over in Eastport?

A. Yes.

4. In what way are you familiar with real estate values there?

A. By acting as broker to buy and sell properties.

5. Have you examined the property of the late Susan E. Brewer over in Eastport?

A. I have.

6. What does the property consist of?

A. It is a three story, frame, shingle house. First floor has a living room, dining room, kitchen, partial bath. On the second floor two large rooms and a smaller room that could be used as a bedroom, and a bath. On the third floor is one small room and wash basin up there so I assume running water. Also the house is completely furnished.

7. About how big is the lot?

A. Twenty feet 7½ inches by 200 feet 3 inches. It is definitely 20 feet across and I assume 195 to 200 feet deep.

8. What is the condition of the property?

A. The outside is in bad shape, it needs paint very badly, few gutters and down spouts remain, are in need of repair, most of them seem to be gone alltogether, disappeared from the brackets. I was concerned with the roof, there are three stages of the roof, appeared to be bad and looked to be very poor.

9. Are there outbuildings?

A. None that I saw.

10. What, in your opinion, is the value of the house and lot without the furniture?

A. $6500.

11. What, in your opinion, is the value of the house and lot with the furniture?

A. That is very hard to say because so much in there. I would say about $8,000.

12. Do you think that a sale of the house and furniture together will bring more than separate sales of the house and furniture?

A. I think separate sales will give you far more return than selling it as one.

13. You heard the testimony of the number of relatives interested in this property?

A. Yes.

14. Do you think that this property could be divided in kind among so many relatives without loss or damage?

A. Totally impossible.

15. Do you think it would be to the benefit of the minors and everybody concerned if the property is sold and the money divided according to their respective interests?

A. I do.

To the general question under the rule the witness says:

A. No.

C.A.H. Charles Albert Hodges. _

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

(Klawans)

1. State your name and residence?

A. John A. Hornberger, 16 Southgate Ave., Annapolis, Md.

2. You are the administrator of the estate of Susan E. Brewer?

A. I am.

3. What personal estate did she have other than the furniture in this house?

A. She had a savings account of $24.50, a $5. refund from the gas meter from The Arundel Gas Co., $100 in her strong box, making a total of $129.50.

4. The only other assets of her estate are the furniture in this house?

A. That's right. That is appraised at $654, the house is appraised at $3500.

5. Has there been a notice to creditors published?

A. Yes.

6. What are the expenses to date?

A. The expenses to date amount to $991.20, they are

Funeral bill was	$523.00
Medical bill	38.00
Taxes (not paid)	45.00
Insurance	12.89
Hecht Bros., filed in court	139.22
Water bill	5.30
Gas and electricity	23.56
Phone	8.59
Fasion	2.80
Perpetual care and monument	149.70

Far as my knowledge that is all the debts against the estate.

7. What other sums are needed in the Orphans Court?

A. A Notice to creditors $5, inheritance taxes administrator's commission Orphans Court costs

8. You have bought and sold property in this County?

A. Yes.

9. What, in your opinion, is this property worth?

You are familiar with the property of Susan E. Brewer in Eastport?

A. Yes. I figure around $8,000 with the furniture and everything.

10. How much for the house alone?

A. About $6500.

11. Do you think this property can be divided without loss and damage to those entitled to it?

A. No.

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

A. Not a thing.

J.H. John Hornberger

Celia Brooks, a witness of lawful age, being first duly sworn, deposes and says: (Klawans).

1. State your name and residence?

A. Celia Brooks, 1004 West St., Annapolis, Md.

2. Are you related to Susan E. Brewer?

A. Yes, I am her sister.

3. Do you know her relatives?

A. Yes.

4. You heard the testimony of Mrs. Daisy Carlson?

A. Yes.

5. Would you say her testimony as to the relatives of Susan E. Brewer was correct?

A. Yes.

6. You know the real estate left by Susan E. Brewer?

A. Yes.

7. Do you think it can be divided among all the heirs without loss unless it is sold and

the money divided?

A. No.

8. Do you think it is for the benefit and advantage of all the heirs, and of the minors, that the property be sold and the money divided?

A. Yes.

9. What do you think the property is worth?

A. I think $8,000.

10. You heard Mr. Hodges say $6500?

A. Yes, that's the house and lot.

To the general question under the rule the witness says:

A. No.

C.B. Celia Brooks

Eliza Cannon, a witness of lawful age, being first duly sworn, deposes and says:

(Klawans)

1. State your name and residence?

A. Eliza Cannon, 18 East Street, Annapolis, Md.

2. What relation are you to Susan E. Brewer?

A. I am her sister.

3. You heard the testimony of Mrs. Daisy B. Carlson?

A. Yes.

4. Is her testimony as to the relatives correct?

A. Yes.

5. Do you think it would be for the advantage of all the heirs to sell the property and divide the money, including the minors?

A. Yes.

6. Do you think the property could be divided among all of them without sale?

A. No. It could not be done.

To the general question under the rule the witness says:

A. No.

Eliza Cannon

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

Witness my hand and seal this 30 day of November, 1948

Jno. S. Strahorn. (SEAL)
Examiner

Filed November 30", 1948

We hereby authorize and empower John Hornberger to obtain a purchaser for, and to contract on our behalf to sell to the purchaser, the buildings and premises known as No. 412 Severn Avenue, Eastport, Maryland, and all furnishings and contents therein, that we inherited from the late Mrs. Sue Ellen Brooks Brewer, for a minimum price of eight thousand dollars, or any larger sum that he may be able to obtain; and to

arrange for and have conducted any legal proceedings that may be requisite to clear title and bind the minors to the sale. We agree that he shall receive ten per cent (10%) of the gross sales price, as compensation for his services and he shall make no other charge for his service. The net proceeds of sale after deducting said commission to John Hornberger the expenses of any legal proceeding to perfect title, etc., all debts of Mrs. Brewer and the costs and expenses of administering her estate, shall be divided among all the heirs at law of Mrs. Brewer having rights in the above property, in the proportions of their shares in said property at law. A reasonable attorney's fee is also to be deducted from the proceeds of sale before division of same.

Attest:

Emma V. Cannon	as to	Eliza Cannon	(SEAL)
Regina C. Woolford	as to	Daisy Carlson	(SEAL)
Leonard E. Carlson	as to	Celia Brooks	(SEAL)
William D. Jenkins	as to	Charles W. Brooks, Jr.,	(SEAL)
William D. Jenkins	as to	Edna Brooks	(SEAL)
William D. Jenkins	as to	Bessie Brooks Basil	(SEAL)
William D. Jenkins	as to	Owen A. Basil	(SEAL)
Regina C. Woolford	as to	Emma E. Hipkins	(SEAL)
Regina C. Woolford	as to	Walter A. Hipkins	(SEAL)
Edward R. Briscoe	as to	Mary Ellen Tier	(SEAL)
Edward R. Briscoe	as to	John Tier	(SEAL)
Walter G. Hammond	as to	Charles E. Hipkins	(SEAL)
Walter G. Hammond	as to	Sue R. Hipkins	(SEAL)
John F. Koenig	as to	Hilda Va. Currier	(SEAL)
Mary Frances Dove	as to	H. Dashiell LeTourneau	(SEAL)
William D. Jenkins	as to	Alipia G. LeTourneau	(SEAL)
Olive Van Trahut	as to	Curtis Hackett	(SEAL)
Frank B. Hammersmith	as to	Kathleen Hackett	(SEAL)
A. Hoffman	as to	Richard S. Hackett	(SEAL)
A. Hoffman	as to	Anna Hackett	(SEAL)
Anna M. Hackett	as to	William L. Hackett	(SEAL)
Anna M. Hackett	as to	Juanita Hackett	(SEAL)
Anna M. Hackett	as to	Curtis M. Hackett	(SEAL)
Anna M. Hackett	as to	Harry Hackett	(SEAL)
Anna M. Hackett	as to	Lawrence Hackett	(SEAL)

NOT FILED

A G R E E M E N T

THIS AGREEMENT, made this 22nd day of September, 1948, by and between JOHN HORNBERGER attorney in fact for ELIZA CANNON: DAISY B. CARLSON: CELIA BROOKS: LILLIAN BROOKS, CHARLES BROOKS, JR., and EDNA BROOKS, his wife; BESSIE BROOKS BASIL and OWEN BASIL, her husband, HILDA V. CURRIER: EMMA HIPKINS: WALTER HIPKINS: MARY ELLEN TIER and JOHN TIER ,her husband; CHARLES HIPKINS and SUE HIPKINS, his wife; CURTIS HACKETT and KATHLEEN HACKETT, his wife; WILLIAM HACKETT and JUANITA HACKETT, his wife; ANNA M. HACKETT: HARRY LeTOURNEAU and ELSIE LeTOURNEAU, his wife; H. DASHIELL LeTOURNEAU and ALIPIA LeTOURNEAU, his wife;CURTIS HACKETT, a minor;HARRY HACKETT,Jr.,a minor:LAWRENCE HACKETT,a minor;RICHARD HACKETT and ANNA HACKETT,

his wife; of the first part, hereinafter called seller; and LEONARD PHILIP and MINNA M. PHILIP, his wife, of the second part, hereinafter called buyers; all of Anne Arundel County and State of Maryland; WITNESSETH:

THAT the seller agrees to sell and the buyers agree to buy all that parcel of land, with the buildings and improvements thereupon situate, and the rights and appurtenances thereto, located in the Village of Eastport, Anne Arundel County, Maryland, and designated as No. 412 Severn Avenue, more fully described in a deed to Susan E. Brewer and Thomas H. Brewer, her husband, from Nicholas H. Green, Trustee, dated February 5, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W No. 104, folio 17, the said Thomas H. Brewer having predeceased his wife, and the said Susan E. Brewer having since departed this life intestate leaving as her only heirs at law the above-named principals; subject,however, to the approval and ratification of said sale by the Circuit Court for Anne Arundel County, Maryland in proceedings therein pending on behalf of the minors hereinabove mentioned.

TOGETHER with all the furniture, furnishings, chattels and contents therein situate, an inventory of which is attached hereto.

AT AND FOR the price of EIGHT THOUSAND DOLLARS ($8,000.00), of which ONE THOUSAND DOLLARS ($1,000.00) have been paid prior to the signing hereof, the receipt of which is hereby acknowledged, and the balance to be paid as follows: The balance of SEVEN THOUSAND DOLLARS ($7,000.00) to be paid in full upon ratification of this sale by the Circuit Court for Anne Arundel County in the equity proceedings therein pending and hereinabove referred to.

AND upon payment as above of the unpaid purchase price, a deed for the property shall be executed at the buyers' expense by the seller which shall convey the property by a good and merchantable title to the buyers.
Taxes, insurance, water rents, assessments and other charges are to be paid or allowed for by the seller to the date of settlement; the costs of state and federal revenue stamps to be divided equally between the seller and buyers; all costs of court, including legal fees involved in the equity proceedings, hereinabove mentioned, to be paid by the seller.

IT IS FURTHER AGREED that if, upon examination, the title to said real estate should be found defective, the aforesaid deposit shall be refunded in full, without any further liability to the seller.

IF there are any liens or charges against any of the personal property herein conveyed, said liens are to be satisfied by the seller out of the purchase price.

AS WITNESS the hands and seals of the parties hereto the day and date first above written.

WITNESS:

Grace R. Hartge	as to	JOHN HORNBERGER	(SEAL)
George W. Clark	as to	LEONARD PHILIP	(SEAL)
Sidney Munn	as to	Minna M. Philip	(SEAL)

Not filed.

PETITION TO RATIFY PRIVATE SALE OF PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of all parties to this cause,(Curtis Hackett, Lawrence Hackett

Harry Hackett, Jr., minors, joining in the petition, by Anna M. Hackett, parent and (prochein ami), respectfully shows:-

1. That heretofore the bill of complaint was filed in the above case for a partition sale of stated realty and chattels therein described. The bill of complaint alleged in substance that Susan E. Brewer died intestate owning in fee simple certain realty and the furniture and furnishings contained therein, survived by her named heirs and distributees, all of whom are parties to this cause and have become subjected to the jurisdiction of this Court, leaving insufficient personalty to pay her debts and expenses, wherefore the administrator of her estate is also a party to this cause; that said realty and personalty cannot be divided without loss or injury to the parties interested, and it is to the interest and advantage of the infants and also all other parties in interest that same be sold and the proceeds divided. That said infants have been duly summoned, and a guardian ad litem appointed for them, and the answer of the latter has been filed in this case. That testimony has been taken in proof of the facts alleged in the bill, including testimony of a real estate broker and others that the fair market value of said realty and personalty is $8000.00.

2. That John Hornberger is the duly authorized agent of all parties to this cause to sell said realty and personalty for $8000.00. His power of attorney is herewith filed.

3. That John Hornberger, as agent for all parties to this cause, has made a contract, subject to approval of this Court, to sell all of said realty and personalty to Leonard Philip and Minna M. Philip, his wife, for a total purchase price of $8,000.00, said contract being filed herewith.

4. That all parties to this cause desire that this Court authorize and direct said private sale of said realty and personalty to Leonard Philip and Minna M. Philip, his wife, for $8,000.00, and petition hereby to that effect and purpose.

5. That said private sale will reduce costs and expenses of this proceeding. That said real and personal property is not susceptible of division in kind, and cannot be divided without loss or injury to the parties interested, and the proposed private sale is for the interest and advantage both of said infants and of all other persons interested in said property.

To The End Therefore: (1) That said contract of sale be ratified and confirmed.

2. That a trustee be appointed, and authorized and directed to convey to the purchasers all of the title and estate of the parties to this cause, upon receipt by said trustee of said purchase price.

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

AND AS IN DUTY BOUND, ETC.

Curtis Hackett, a minor
Harry Hackett, Jr., a minor
Lawrence Hackett, a minor
Anna M. Hackett,
Parent and next friend of Curtis Hackett,
Lawrence Hackett, Harry Hackett,Jr.,
Linwood L. Clark, Guardian ad litem for
Curtis Hackett, Harry Hackett,Jr.,Lawrence
Hackett, minors
John Hornberger, as agent and attorney in fact
for Curtis Hackett, Harry Hackett,Jr. Lawrence

Hackett, minors; and as agent and attorney in fact for all parties to this cause, to wit:

Eliza Cannon
Daisy B. Carlson
Celia Brooks
Elizabeth Brooks
Charles Brooks, Jr., & Edna Brooks
Bessie Basil & Owen Basil
Hilda V. Currier
Emma Hipkins
Walter Hipkins
Mary E. Tier & John Tier
Charles Hipkins & Sue Hipkins
Curtis Hackett & Kathleen _
William Hackett & Juanita _
Anna M. Hacket
Harry Letourneau & Elsie Letourneau
H. Dashiell Letourneau & Alipia Letourneau
Richard Hackett & Emma Hackett

John Hornberger, Admr.
Emanuel Klawans, as solicitor for all parties to this cause.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 29th day of November, 1948, before the subscriber, a notary public of the State of Maryland, in and for Anne Arundel County, personally appeared John Hornberger, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true. Witness my hand and notarial seal.

'Notarial Seal) Emanuel Klawans, Notary Public.

Filed December 6", 1948

I authorize, Emanuel Klawans to file petition in my name, as parent and next friend of Curtis Hackett, Harry Hackett, Jr., and Lawrence Hackett, for confirmation of the sale of land and chattles of the late Susan E. Brewer, made by John Hornberger to Leonard Philip and Minna M. Philip for the price of $8,000.00.

Witness:- (Mrs) Anna M. Hackett,

Mr. Clerk please file, E. Klawans, Solicitor.

J.A.Hornberger

PETITION TO FILE ANSWER OF GUARDIAN AD LITEM, NUNC PRO TUNC

To the Honorable, the Judges of said Court:

The petition of Emanuel Klawans, solicitor for the plaintiffs, respectfully shows:-

1. That heretofore Linwood L. Clark was appointed guardian ad litem for Curtis Hackett, Harry Hackett, Jr., and Lawrence Hackett, infant defendants, by order of this

Court; and he has since participated in this proceeding, but by oversight his answer on behalf of said infants has not been filed in the proceedings. Petitioner prays for leave to file the same nunc pro tunc.

Emanuel Klawans,

Solicitor of Plaintiffs.

Filed December 6, 1948

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity this 7th day of December,1948, that the answer of Linwood L. Clark,guardian ad litem for Lawrence Hackett, Harry Hackett, Jr., Curtis Hackett, be filed nunc pro tunc.

Benjamin Michaelson, Judge

Filed December 7", 1948

ANSWER OF GUARDIAN AD LITEM

To the Honorable, The Judges of said Court:

The answer of Curtis Hackett, Harry Hackett,Jr., Lawrence Hackett, minors,by Linwood L.Clarke, guardian ad litem, respectfully shows:-

That being infants they can neither admit nor deny the facts alleged in the bill of complaint and they submit their rights to the protection of this Court.

And as in duty bound, etc.

Linwood L. Clark.

Guardian ad Litem.

Filed December 6, 1948

DECREE

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

It is thereupon, this 14th day of December, 1948, by the Circuit Court for Anne Arundel County sitting in Equity, adjudged, ordered,and decreed, that the contract of sale filed in these proceedings, whereby John Hornberger, as attorney in fact for all parties in this cause, has sold to Leonard Philip and Minna M. Philip, his wife, for a total purchase price of eight thousand dollars ($8,000.00), the realty and personalty mentioned in these proceedings, to wit, all that parcel of land, with the buildings and improvements thereon and the rights and appurtenances thereto, known as No. 412 Severn Avenue, Eastport, Anne Arundel County, Maryland, described in a deed from Nicholas H. Green, Trustee, to Susan E. Brewer and Thomas H. Brewer, her husband, dated February 5, 1925, recorded among the Land records of said County in liber W.N.W. 104,folio 17, together with all of the furniture,furnishings, chattels and contents contained in said premises and buildings, be and the same is hereby ratified and confirmed, and the said realty and personalty be sold,at said price, to said purchasers.

And it is further adjudged,ordered,and decreed,by the authority aforesaid,that Emanuel Klawans 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 by a surety or sureties, to be approved by this Court, in the penalty of Eight Thousand dollars ($8000.00),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 for eight thousand dollars ($8,000.00) cash, to said purchasers ,and upon payment of the whole purchase price 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 purchasers, their heirs, personal representatives and assigns, the real and personal property and estate to them sold, free, clear and discharged from all claim of the parties to this proceeding, plaintiffs and defendants, and those claiming by, from or under them or any of them; and the 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 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.

Benjamin Michaelson, Judge.

Filed December 14, 1948.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Emanuel Klawans, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do 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 EIGHT THOUSAND ($8000.00) 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 16th day of December, 1948.

WHEREAS, by virtue of a decree of the Circuit Court for Anne Arundel County passed in a cause entitled "John Hornberger,Administrator, et al vs Curtis Hackett, a minor, et al., No. 9425, Equity, and dated December 14, 1948, the said Emanuel Klawans is authorized and empowered to make sale of the property described in these proceedings, and the said Emanuel Klawans is about to execute said power and make sale of the property described as aforesaid in these proceedings.

NOW THE CONDITION of the above obligation is such that if the above bounden, Emanuel Klawans, 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 _ortgaged property of 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.

Emanuel Klawans, Principal

Globe Indemnity Company, a body corporate

By John H. Hopkins, IV,

Atty-in-Fact.

Test:

Katharine H. McCutchan

(Corporate Seal)

Filed & Approved this 16" day of Dec. 1948.

John H. Hopkins, 3rd, Clerk.

TRUSTEE'S REPORT

To The Honorable, The Judges of said Court:

Emanuel Klawans, trustee, respectfully shows:

1. That by decree of this Court passed in the above case on December 14, 1848, he

was appointed trustee to carry out the contract of sale whereby the parties to this cause sold realty known as 412 Severn Avenue, Eastport, Maryland, and its contents, to Leonard Philip and Minna Philip, for a total price of $8,000.

2. That he posted bond with corporate surety in amount of $8,000.00, and complied with all other pre-requisites of said decree.

3. That the purchasers had a survey made, which showed that a corner of the house being sold projected over the boundary line on to property owned by Earl Wheeler. To clear the title, a strip of ground just sufficient to clear the house was purchased from Earl Wheeler and wife for $15, and a deed of same from them to the purchasers recorded at a cost of $3.05, which sums were advanced by John Hornberger, administrator; and the trustee incurred a debt of $5 to J. R. McCrone,Jr., for a surveyor's description of the strip to be conveyed, which is unpaid.

4. That the purchasers thereafter, on January 10, 1949, paid to the trustee the purchase price of $8,000.00 stated in the decree, less the following deductions:-

Unpaid state & County taxes for year 1/1/48 to 1/1/49	$42.97
Pro-rated state & county taxes from 1/1/49 to 1/10/49	1.25
Unpaid Anne Arundel County Sanitary Commn. assessment for the year 1/1/48 to 1/1/49	4.65
Pro-rated 1949 Sanitary assessment 1/1/49 to 1/10/49	.12
Unpaid water bill to 8/1/47	5.30
One-half state and federal documentary stamps	8.80
Total	$63.09

The moneys actually received by the trustee after the above deductions was $7,936.91, which sum is in his hands for distribution under direction of this Court.

5. That after receiving the above sum, the trustee executed a deed conveying to said purchasers all of the title and estate of the parties to this cause and of those claiming under them.

The trustee prays that the expenditures and deductions from sales price stated in this petition be allowed, ratified and confirmed.

Respectfully submitted,

Emanuel Klawans, trustee.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13th day of January, 1949, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Emanuel Klawans, trustee named in the aforegoing report of sale, and made oath in due form of law that the matters and things stated in said report are true and that the sale therein reported were fairly made.

(Notarial Seal) Naomi K. Garner, Notary Public.

Filed January 14", 1949

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in equity this 14th day of January, 1949, that the auditor is hereby directed to allow the expenditures stated in the aforegoing trustee's report, subject to any proper exceptions.

Benjamin Michaelson, Judge.

Filed Jan'y. 14", 1949.

PETITION TO ALLOW CLAIM

To The Honorable, The Judges of said Court:

The petition of Leonard Philip and Minna M. Philip, his wife, respectfully shows:-

1. That they are the purchasers of the real and personal property sold under these proceedings.

2. That before they contracted to purchase same, they desired to test the plumbing lines, and were told by the agent of the parties to this cause that the plumbing was operating properly when he had shut off the water and drained the pipes and that he knew the same was in good order; and the petitioners were induced to enter the contract to purchase same without having tested the plumbing.

3. That after the purchase price had been paid and the property conveyed to the petitioners and possession given to them, they had the water turned on and the pipes were found to be rotten and bursting. That it has cost $462.90 to replace and repair the same.

4. That the petitioners claimed re-imbursement of this amount, and after discussion with John Hornberger as agent for the parties to this cause, have agreed to settle this claim at and for $287.90 if allowed by the Court.

To The End Therefore: (1) That the auditor be directed to allow the petitioners the sum of $287.90 in the auditor's report.

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

And as in duty bound, etc.,

Leonard Philip, Petitioner

Minna Philip, Petitioner

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 1st day of February, 1949, before the subscriber, a notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Leonard Philip and made oath in due form of law that the matters set forth in the foregoing petition are true and bonafide as there stated. Witness my hand and notarial seal.

(Notarial Seal) Emanuel Klawans, Notary Public.

Filed February 8, 1949

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County sitting in Equity, upon the foregoing petition and consent of Guardian ad Litem, this 9th day of February, 1949, that the auditor is directed to allow to Leonard Philip and Minna Philip, his wife, the sum of $287.90, subject to right of others to file exceptions thereto.

Benjamin Michaelson, Judge.

Filed February 9, 1949

CONSENT OF GUARDIAN AD LITEM TO ALLOWANCE OF CLAIM OF

LEONARD PHILIPS ET AL.

To The Honorable, The Judges of said Court:

Linwood L. Clark, as guardian ad litem in this case for Curtis Hackett, Lawrence Hackett, and Harry Hackett, Jr., respectfully shows:-

1. That Leonard Phillip and Minna M. Philip, purchasers of the real and personal property sold under these proceedings, have heretofore filed claim in this court for

an allowance of 287.90 in compromise and settlement of their claim for defective plumbing misrepresented to them in making this purchase.

2. That it is to the advantage of the infants that said claim be allowed, to avoid litigation and expedite a settlement and distribution of the proceeds of sale.

To The End Therefore: (1) That said claim be allowed. (2) And for such other and further relief as the nature of the case may require.

And as in duty bound, etc.,

Linwood L. Clark,

Guardian ad litem.

Filed February 9, 1949.

PETITION TO HAVE AUDITOR'S ACCOUNT STATED.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The parties request that an auditor's account be stated.

E. Klawans, Solicitor.

Filed April 5, 1949.

ORDER OF COURT

April 5, 1949.

Ordered by the Circuit Court for Anne Arundel County sitting in Equity that this case be referred to the court Auditor for stating of an account.

Benjamin Michaelson, Judge.

Filed April 5, 1949.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. April 12, 1949.

All of which is respectfully submitted. Laura R. Jickling, Auditor.

Dr. John Hornberger, Administrator, et al, vs Curtis Hackett, a minor, et al in ac.

To Trustee for Fee in lieu of Commissions which are waived (Order of 1/14/49)	200.00	200.00
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	30.50	
Jos. C. Deegan- Sheriff's costs	12.95	
John S. Strahorn- Examiner's fee	8.00	
Juliet D. Strahorn-Stenographer	8.50	
Linwood L. Clark-Guardian ad Litem	4.00	
Auditor - stating this Report and Account	36.00	109.95
To Trustee for Expenses, viz:		
Capital-Gazette Press-notice to creditors	5.00	
Capital-Gazette Press- Order Nisi (acct.)	5.00	
Clerk of Court- certified copy of deed	1.75	
Globe Indemnity Co. - bond premium	32.00	
John Hornberger-commissions on sale as per Order of 1/14/49	800.00	
One-half Federal revenue stamps	4.40	

One-half State revenue stamps	4.40	
Notary fees	3.00	855.55
To Trustee for Taxes, viz:		
1948 State and County taxes	42.97	
1949 State and County taxes,(adj.-1/10/49)	1.25	44.22
To Trustee for Benefit Charges, viz:		
1948 water main & sewer benefit charge	4.65	
1949 water main & sewer benefit charge (adj.to 1/10/49)	.12	
Water service to 8/1/47	5.30	10.07
To Trustee for Claims Filed in Orphans Court against		
Estate of Susan E.Brewer (Order of 1/14/49),viz:		
Notice to Creditors	5.00	
Orphans Court costs	22.10	
State tax on Administrator's commissions	7.59	
Dr. George C. Basil-professional services	38.00	
John M. Taylor & Son-funeral expenses	523.00	
Hardesty Memorials- monument	29.70	
Cedar Bluff Cemetery Ass'n.- dues (1948)	5.00	
Cedar Bluff Cemetery Ass'n-perpetual care	120.00	
Academy Flower Shop-account filed	5.00	
Fashion Shop- " "	2.80	
Gas & Electric Co.- " "	23.76	
C & P. Telephone Co. " "	8.59	
Hecht Bros., " "	139.22	
Western Union - " "	1.25	
Eastport Food Market " "	9.21	
D. J. Thompson, Agent -1947 fire insurance	12.87	
	953.09	
CR. Personal estate, as shown by copy of First and Final account filed herein	130.00	823.09
To Trustee for Claims Allowed in connection with sale of real estate,as per Order of 1/14/49,viz:		
John Hornberger- cost of removing dangerous tree	60.00	
John Hornberger-fire insurance premium for 1948 advanced	12.67	
Earl Wheeler-cost of strip of land adjoining property sold	15.00	
J. R. McCrone,Jr.-description of strip of land purchased	5.00	
Revenue Stamps for deed	.55	
Cost of recording deed	2.50	
Leonard and Minna Philip-compromise settlement of claim for defective plumbing in property sold (Order of 2/9/49)	287.90	383.62

BALANCE FOR DISTRIBUTION - $5.583.95

Distributed as follows to the heirs at law of Susan E. Brewer, viz:

To Eliza Cannon, sister- one-fifth	$1,116.79	
LESS 7½% collateral inheritance tax	83.76	1,033.03
To Daisy B. Carlson, sister- one fifth	$1,116.79	
LESS 7½% collateral inheritance tax	83.76	1,033.03
To Celia Brooks, sister-one-fifth	$1,116.79	
LESS 7½% collateral inheritance tax	83.76	1,033.03
To Charles Brooks, Jr., nephew-one-fifteenth	372.26	
LESS 7½% collateral inheritance tax	27.92	344.34
To Hilda V. Currier, niece-one-fifteenth	$ 372.26	
LESS 7½% collateral inheritance tax	27.92	344.34
To Bessie B. Basil, niece-one-fifteenth	$ 372.27	
LESS 7½% collateral inheritance tax	27.92	344.35
To Emma Hipkins, niece-one-thirtieth	$ 186.13	
LESS 7½% collateral inheritance tax	13.96	172.17
To Walter Hipkins, nephew-one-thirtieth	$ 186.13	
LESS 7½% collateral inheritance tax	13.96	172.17
To Mary Ellen Tier, niece-one-thirtieth	$ 186.13	
LESS 7½% collateral inheritance tax	13.96	172.17
To Charles Hipkins, nephew-one-thirtieth	$ 186.13	
LESS 7½% collateral inheritance tax	13.96	172.17
To H. Dashiell LeTourneau, nephew, one-thirtieth	$186.13	
LESS 7½% collateral inheritance tax	13.96	172.17
To Curtis Hackett, grandnephew- one-one hundred and twentieth	$ 46.53	46.53
To Richard Hackett, grand-nephew- one-one-hundred and twentieth		46.53
To William Hackett, grandnephew- one-one-hundred and twentieth		46.53
To Curtis Hackett, great-grandnephew-one-three hundred and sixtieth		15.51
To Harry Hackett, great grandnephew-one-three hundred and sixtieth		15.51
To Lawrence Hackett, great-grandnephew-one-three hundred and sixtieth		15.52
To R. Glenn Prout, Register of Wills- total collateral inheritance taxes, as above		404.84
		5,583.95
		8,010.45

WITH Emanuel Klawans, Trustee Cr.

1948			
Sept. 22	Proceeds of Sale (Contract dated 9/22/48)	8,000.00	8,000.00
	Refund of unexpired fire insurance premium (J.D.Lazenby, Agent)	1.44	
	Refund unexpired fire insurance premium (D.J.Thompson, Agent)	9.01	10.45
			8,010.45

Filed April 14, 1949

ORDER NISI

ORDERED, This 14" day of April, 1949, 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 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 16" day of May next.

John H. Hopkins, 3rd, Clerk.

Filed April 14, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 9, 1949

We hereby certify, that the annexed Order Nisi-Eq. #9425-Auditors Account-John Hornberger, 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 May, 1949. The first insertion being made the 21st day of April, 1949

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 4089 By R. L. Brown.

Filed May 9", 1949

PETITION FOR LEAVE TO PAY FUNDS of MINORS TO THEIR PARENT,

To The Honorable, The Judges of said Court:

The petition of Emanuel Klawans, trustee, respectfully shows:-

1. That this Court has passed an order of final ratification of the Auditor's account, and the trustee is making distribution in accordance therewith.

2. That there is due thereunder to Curtis Hacker, a minor, the sum of $15.51; and to Harry Hackett, a minor, the sum of $15.51; and to Lawrence Hackett, a minor, the sum of $15.52.

The petitioner prays for leave to pay said sums to the parent of said minors on their behalfs, upon signing by the minors of a release.

And as in duty bound, etc.

E. Klawans, Trustee

Filed May 17, 1949.

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County in Equity this 17th day of May, 1949, that Emanuel Klawans, trustee, is authorized and directed to pay the above stated sums to the parent of said minors, upon signing by the minors of a release therefore.

Benjamin Michaelson, Judge.

Filed 17 May, 1949.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 17th day of May, 1949, 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.

Benjamin Michaelson,

A. J.

Filed 17 May, 1949

IN THE

CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

IN EQUITY No. 9688.

- - - - -

FLORENCE A. NOWELL (widow)

3104 Varnum Street
Mt. Rainier, Maryland.

Complainant

VS

ADELAIDE M. NICHOLS (widow)
420 Morgan Avenue
Palmyra, New Jersey.

BERTHA H. D. NICHOLS, (widow)
Philadelphia, Pennsylvania

CAROLINE LEONARD (widow)
27 Amstel Avenue
Newark, Delaware

AGNES N. SIMONS (widow)
623 Zollinger Way
Merion, Pennsylvania

LOUISE N. TULL (widow)
1912 Blue Ridge Road
Charlottesville, Virginia

ELIZABETH C. WATTS (widow)
3112 Varnum Street
Mt. Rainier, Maryland

GEORGE T. BROOKS, and
LOUISE BROOKS, his wife,
702 Severn Avenue
East Port, Maryland.

NAOMI N. VOGT, and
GUSTAV VOGT, her husband
1562 Calvert Street
Detroit, Michigan

FRANK J. STOVER (widower)
1628 Collingwood Street
Detroit, Michigan

JOYCE M. STOVER, an infant (unmarried) 1628 Collingwood Street
Detroit, Michigan

MILDRED JONES, and
OWEN JONES, her husband
Brightmoor, Michigan

LAURA G. DISNEY (widow)
3104 Varnum Street
Mt. Rainier, Maryland

OLIVE N. McKEOWN, and
MATTHEW S. McKEOWN , her husband
3706 Volta Avenue
Brentwood, Maryland.

SARAH E. ANDERSON (widow)
Odenton, Maryland

GEORGE E. ELLIOTT, JR., and
DORIS ELLIOTT, his wife,
501 Hulton Road
Oakmont, Pennsylvania

ELEANOR E. MAIN, and
ROBERT MAIN, her husband
5103 Princess Anne Road
La Canada, California

NATIONAL METROPOLIAN BANK OF WASHINGTON, D.C.,TRUSTEE under the Will of George E. ELLIOTT, deceased,
Washington, D. C.

ROBERT K. ELLIOTT, and
ANNE H. ELLIOTT, his wife
5103 Princess Anne Road
La Canada, California

EDITH E. CONGER, and
PAUL CONGER, her husband

4602 DeRussey Parkway
Chevy Chase, Maryland.

MARTHA C. WOOSTER, and
JOHN M. WOOSTER, her husband

Deale's Beach, Maryland.

JAMES T. NICHOLS, and
FRANCES NICHOLS, his wife,
1411 Jefferson Street
Hyattsville, Maryland

ALICE E. HEINRICH, and
FRANK W. HEINRICH, her husband,
3117 Varnum Street
Mt. Rainier, Maryland

KENNETH L. NICHOLS, and
FANNIE MAE NICHOLS, his wife,
5422 Spring Road
Hyattsville, Maryland.

SAMUEL M. BUSHMAN
700 N. Charles Street
Baltimore, Maryland.

Defendants

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix complaining says:

1. John R. Nichols, deceased, late of Anne Arundel County, was seised and possessed during his life time of two contiguous parcels of land located in the Fourth Election District of Anne Arundel County, Maryland, he having acquired title thereto by the following deeds:

1. Deed dated January 13, 1865 from Ann E. Duvall, Widow, recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 13, folio 102&c. conveying to the said John R. Nichols a tract containing 75 acres of land more or less. A certified copy of said Deed is filed herewith, marked "Complainant's Exhibit No. 1".

2. Deed dated January 25, 1869 from Francis W. Jones and Emma Jones, his wife, recorded among said Land Records in Liber S.H. No. 3, folio 169&c. conveying unto the said John R. Nichols a tract of land containing 41¼ acres of land more or less. A certified copy of said Deed is filed herewith marked "Complainant's Exhibit No. 2".

3. Confirmatory Deed dated May 1, 1909 from Burton H. Duvall and Ida J. Duvall, his wife, recorded among said Land Records in Liber G.W. No. 66, folio 476&c., confirming and conveying unto Mary L. Nichols, Charles W. Nichols and James W. Nichols, devisees of the said John R. Nichols, as hereafter set out, title to the 75 acre tract previously conveyed by the said Ann E. Duvall, widow, as above mentioned. This deed was executed for the purpose of perfecting title to this tract in the above mentioned devisees of John R. Nichols as recited therein. A certified copy of said Deed is filed herewith, marked "Complainant's Exhibit No. 3".

2. John R. Nichols died on July 22, 1896, leaving a last Will and Testament dated March 4, 1873, which Will was duly probated in the Orphans' Court of Anne Arundel County on August 27, 1896, which Will is now of record in the Office of the Register of Wills of said Court in Wills Liber W.F.P. No. 1, folio 236&c., A certified copy of said last Will and Testament is filed herewith, marked "Complainant's Exhibit No. 4". By his said Will John R. Nichols devised and bequeathed all of his property, real, personal and mixed, (with minor exceptions not here pertinent) unto his widow, Elizabeth W. Nichols, for life and after her death, to be equally divided among his three sons, James W. Nichols, William A. Nichols and Charles W. Nichols, in fee simple.

III. Elizabeth W. Nichols, widow of said John R. Nichols, died on April 5, 1901 in Anne Arundel County, and title to the property above mentioned thereby vested absolutely in the three sons of said John R. Nichols under the terms of his Will. All of the three sons of John R. Nichols are now deceased and the devolution of their respective interests in the above mentioned property is hereinafter set forth.

IV. Charles W. Nichols, one of the sons of John R. Nichols, died in the City of Philadelphia, Pennsylvania, on December 2, 1910, leaving a last Will and Testament dated July 10, 1908. A certified copy of said last Will and Testament is now of record in the Office of the Register of Wills for Anne Arundel County in Wills Liber B.R.D. No. 1, folio 318&c. By his said Will Charles W. Nichols devised and bequeathed all of his estate, real, personal and mixed, unto his wife, Adelaide M. Nichols, who now resides at Palmyra, New Jersey and is one of the Defendants herein absolutely. A certified copy of said certified copy of the said last Will and Testament is filed herewith, marked "Complainant's Exhibit No. 5".

V. A. William A. Nichols, one of the sons of said John R. Nichols died at St. David's, Delaware County, Pennsylvania, on November 18, 1902 leaving a last Will and Testament dated July 28, 1893. An authenticated copy of said last Will and Testament is now of Record in the Office of the Register of Wills for Anne Arundel County in Wills Liber R.B. No. 1, folio 426. By his last Will and Testament the said William A. Nichols devised and bequeathed all of his estate, real, personal and mixed, unto

his wife, Mary L. Nichols, absolutely. A certified copy of said authenticated copy of said last Will and Testament is filed herewith and marked "Complainant's Exhibit No. 6"

B. Mary L. Nichols, widow of said William A. Nichols, died at St.David's, Delaware County, Pennsylvania, on November 22, 1933, leaving a last Will and Testament dated February 11, 1924. An authenticated copy of said last Will and Testament is now of record in the office of the Register of Wills of Anne Arundel County in Wills Liber No. ,folio . By her Will the said Mary L. Nichols devised and bequeathed all the rest and residue of her estate, including her interest in the property above mentioned, in equal shares unto her four children, viz: Henry A. Nichols, Caroline E. Leonard, Agnes N. Simons and Mary Louise Nichols. An authenticated copy of said last Will and Testament is filed herewith and marked "Complainant's Exhibit No. 7".

1. Caroline E. Leonard, a widow, resides at Newark, Delaware, and is one of the Defendants herein.

2. Agnes N. Simons, husband Frank K. Simons, resides at Merion, Pennsylvania, and is one of the Defendants herein.

3. Mary Louise Nichols, who later married one M. Graham Tull, is a widow, now known as Louise N. Tull. She resides at Charlottesville, Virginia, and is one of the Defendants herein.

4. Henry A. Nichols, also known as H. Albert Nichols, died at Merion, Pennsylvania on September 16, 1944, leaving a last Will and Testament dated May 19, 1936. An authenticated copy of said last Will and Testament is of record in the Office of the Register of Wills of Anne Arundel County in Wills Liber No. , folio . By said last Will and Testament the said Henry A. Nichols devised and bequeathed all the rest and residue of his estate, real, personal and mixed, including his interest in the property above mentioned unto his wife, Bertha H. D. Nichols, absolutely. An authenticated copy of said last Will and Testament is filed herewith and marked "Complainant's Exhibit No. 8".

a. Bertha H. D. Nichols, widow of the said Henry A. Nichols, resides in Philadelphia, Pennsylvania, and is one of the Defendants herein.

VI. James W. Nichols, one of the sons of said John R. Nichols, died at Mt. Rainier, Maryland, on August 20, 1911, intestate, leaving surviving him his widow, Carrie W.Nichols and eight children, namely, Elizabeth C. Watts, Charles W. Nichols, John R. Nichols,Laura G. Disney, Florence A. Newell, Olive V. McKeown, Sarah E. Anderson and James A. Nichols. Margaret Louise Elliott, another child of the said James W. Nichols, predeceased her father, having died in Washington, D. C., on August 14, 1901, intestate, leaving surviving her two children, namely George E. Elliott and Edith Elliott Conger.

1. Carrie W. Nichols, widow of said James W. Nichols, died at Mt. Rainier,Maryland,on June 28, 1923.

2. Elizabeth C. Watts, a widow, resides at Mt. Rainier, Maryland, and is one of the Defendants herein.

3. Charles W. Nichols, unmarried, died at Mt. Rainier, Maryland on December 13, 1948, intestate, leaving as his only heirs at law his sisters, and children of his deceased sister and brothers, all herein included as parties either plaintiff or defendant.

4. John R. Nichols died in Washington, D. C., on June 12,1925, intestate, leaving surviving a widow, Edith Nichols and two children, Naomi Nichols Vogt and Selenia Nichols Stover.

a. Edith Nichols, widow of said John R. Nichols subsequently married George T. Brooks and she thereafter died sometime during the year 1933 at Detroit, Michigan, intestate, leaving surviving her the said George T. Brooks, the said Naomi Nichols Vogt, the said Selenia Nichols Stover, and a child by a previous marriage, Mildred Jones.

b. George T. Brooks after the death of Edith Nichols Brooks married Louise Brooks and they now reside at East Port, Anne Arundel County, Maryland, and are both Defendants herein.

c. Naomi Nichols Vogt is married to Gustav Vogt and they reside in Detroit, Michigan and are both defendants herein.

d. Selenia Nichols Stover died in Detroit, Michigan, on November 7, 1944, intestate, leaving surviving her her husband Frank J. Stover and one child, Joyce M. Stover.

i. Frank J. Stover, remarried, resides at Detroit, Michigan, and is one of the Defendants named herein.

ii. Joyce M. Stover, unmarried, an infant, resides at Detroit, Michigan, and is one of the Defendants herein.

e. Mildred Jones is married to Owen Jones and they reside in Brightmoor, Michigan, and are both Defendants herein.

5. Laura G. Disney, a widow, resides at Mt. Rainier, Maryland, and is one of the Defendants herein.

6. Florence A. Newell, widow, resides at Mt. Rainier, Maryland, and is the Complainant herein.

7. Olive V. McKeown and her husband Mathew S. McKeown resides at Brentwood, Maryland, and are both Defendants herein.

8. Sarah E. Anderson, a widow, resides at Odenton, Maryland, and is one of the Defendants herein.

9. James A. Nichols, died at Mt. Rainier, Maryland, on September 9, 1938, leaving a last Will and Testament dated August 17, 1937. A certified copy of said Will is now of record in the Office of the Register of Wills for Anne Arundel County in Wills Liber No. , folio . By said Will James A. Nichols devised and bequeathed all the rest and residue of his estate, real and personal, including his interest in the above mentioned property in equal one-fourth shares each unto his wife, Martha C. Nichols and his children, Alice E. Nichols, James T. Nichols and Kenneth L. Nichols. A certified copy of the last Will and Testament of James A. Nichols is filed herewith , marked "Complainant's Exhibit No. 9".

a. Martha C. Nichols, widow, after the death of the said James A. Nichols married John M. Wooster and they reside at Deale's Beach, Anne Arundel County, Maryland, and are both Defendants herein.

b. Alice E. Nichols, now Alice E. Heinrich married Frank Heinrich and they reside at Mt. Rainier, Maryland, and are both Defendants herein.

c. James T. Nichols married Frances M. Nichols and they reside at Hyattsville, Maryland, and are both Defendants herein.

d. Kenneth L. Nichols married Fannie Mae Nichols, and they reside at Hyattsville, Maryland, and are both Defendants herein.

10. Edith Elliott Conger, daughter of Margaret Louise Elliott, who predeceased her father, the said James W. Nichols, married Paul Conger and they reside at Chevy

Chase, Maryland, and are both Defendants herein.

11. George E. Elliott, a son of Margaret Louise Elliott who predeceased her father James W. Nichols, died at Washington, D. C., on June 16, 1941, leaving a last Will and Testament dated January 11, 1936 and a Codicil thereto dated April 18, 1941, and a Second Codicil thereto dated April 23, 1941. An authenticated copy of said Will and Codicils, is now of record in the Office of the Register of Wills for Anne Arundel County in Wills Liber No. ,folio . By said Will and Codicils, the said George E. Elliott devised all of his estate, real and personal, unto the National Metropolitan Bank of Washington, D. C. in trust as therein provided. By the terms of said Will and Codicils said trust should terminate as to his daughter, Eleanor Wingate Elliott and his son, George E. Elliott, Jr., when the latter should become 28 years of age, viz, September 8, 1947, upon which date two-thirds of the corpus of his estate should be equally distributed to those two children. The said George E. Elliott reached the age of 28 years on September 8, 1947 and therefore his interest and the interest of his sister Eleanor Wingate Elliott, in the property above mentioned thereby vested in them absolutely, free of trust, under the terms of said Will and Codicils. The said Will further provided that the trust should terminate as to the said George E. Elliott's other son, Robert Kingwill Elliott, when he attains the age of 28 years, viz, September 9, 1955, at which time the remaining corpus of the estate shall be distributed to him. An authenticated copy of said Will and Codicils are filed herewith and marked "Complainant's Exhibit No. 10".

a. George E. Elliott, Jr., is married to Doris Elliott and they now reside at Oakmont, Pennsylvania and are both Defendants herein.

b. Eleanor Wingate Elliott, now Eleanor Elliott Main, is married to Robert Main, and they reside at La Canada, California, and are both Defendants herein.

c. National Metropolitan Bank of Washington, D. C., Trustee, under the Will of George E. Elliott, deceased, has its principal office at Washington, D. C., and is one of the Defendants herein.

d. Robert K. Elliott is married to Anne H. Elliott and they reside at La Canada, California, and are both Defendants herein.

VII. The persons named in Paragraphs IV, V and VI aforesaid are all of the persons having any title to or interest in the above mentioned property, and all are of full legal age, and sui juris except the Defendant, Joyce M. Stover, the infant mentioned in Paragraph VI hereof.

VIII. From time to time there have been conveyances of parts of the above mentioned property made by those persons holding the title thereto. As a result of those partial conveyances there now remains of the original two tracts of land described in the Deeds mentioned in Paragraph I hereof a tract consisting of 23.05 acres, more or less, according to a survey made by Edward V. Coonan & Co., registered surveyors, on April 13, 1949, and is described as follows:

BEGINNING for the same at the end of the 3rd line of a parcel of land described in a deed from Mary L. Nichols, et al, to W. B. & A. Electric Railroad Company, dated April 2, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. # 53, folio 104, said place of beginning being on the Southeast side of the old Right of Way of the W.B.& A. Electric Railroad and running thence with and binding on said Right of Way North 31 degrees 30 minutes East 594.35 feet to intersect the outline of Lot No. 1 allotted to Anne E. Duvall in an equity case recorded in Liber N.H.G. No. 8, folio 410, etc., of the Equity

Records of Anne Arundel County, thence binding on said outlines reversely as the same is now (1949) run with an allowance of 4-1/2 degrees to correct the variation of the compass from the beginning of the North 16 degrees 15 minutes West 25 perches line of said lot No. 1, the six following courses and distances: North 48 degrees 11 minutes East 2.2 feet, North 89 degrees 03 minutes East 16.5 feet, South 23 degrees 07 minutes East 165 feet, North 75 degrees 55 minutes East 363 feet, South 9 degrees 32 minutes East 330 feet, South 11 degrees 42 minutes East 412.5 feet, to a stake at the beginning of the aforesaid North 16 degrees 15 minutes West 25 perches line of Lot No. 1, and running thence South 14 degrees 43 minutes West 12.24 feet to the center of Picture Spring Branch and to the land described in a Deed from the Scott Street Loan and Savings Association No. 1 to National Plastic Products Company dated June 2, 1947 and recorded among the aforesaid Land Records in Liber J.H.H. No. 412, folio 281, etc., at the end of the North 29 degrees 43 minutes East 32.7 feet line of said land, thence binding on the outlines of said land reversely and on the center of Picture Spring Branch the nine following courses and distances: South 29 degrees 43 minutes West 32.7 feet, North 67 degrees 32 minutes West 39.0 feet, South 76 degrees 29 minutes West 183.0 feet, South 3 degrees 53 minutes West 62.0 feet, South 18 degrees 45 minutes West 95.0 feet, South 37 degrees 25 minutes East 166.0 feet, South 50 degrees 20 minutes East 76.00 feet, South 16 degrees 54 minutes West 52.30 feet, South 63 degrees 08 minutes East 66.00 feet, South 29 degrees 08 minutes East 75.90 feet to the Northwestern outline of the land described in a deed from Clarence C. Kilby to David Scarlett Ross by deed dated November 10, 1914 and recorded among the aforesaid Land Records in Liber G. W. No. 108, folio 274 etc., thence binding reversely on the outlines of said land the two following courses and distances; South 50 degrees 17 minutes West 803.40 feet and South 58 degrees 17 minutes West 720.18 feet to a pipe driven in the ground in the Southeasternmost outline of the land described in a deed from the Washington, Baltimore & Annapolis Realty Corporation to Consolidated Gas Electric Light & Power Company of Baltimore by deed dated June 26, 1939 and recorded among said Land Records in Liber J.H.H. No. 202, folio 202, etc., said pipe being at the distance of 354.14 feet Northeasterly from the State Road leading from Fort Meade to Annapolis measured on the 6th line of said first parcel; thence binding reversely on said 6th line North 31 degrees 30 minutes East 855.00 feet to a stone heretofore planted at the end of said line and thence binding on the 5th line and 4th line of the land described in the deed from Nichols to W. B. & A. Electric Railroad, above referred to the two following courses and distances: North 31 degrees 30 minutes East 810.15 feet and North 58 degrees 30 minutes West 580 feet to the place of beginning. Containing 23.05 acres of land, more or less.

IX. On December 18, 1948, your Oratrix for herself and as co-tenant with and agent for the parties named in Paragraphs IV, V, and VI thereof, executed a contract of sale with the Defendant, Samuel M. Bushman, of Baltimore City, whereby she agreed for herself and the other co-tenants to sell the remaining part of the property described in the two deeds to John R. Nichols mentioned in Paragraph I hereof at and for the price of $500.00 per acre, the exact acreage to be determined by a survey. The survey mentioned in paragraph VIII was made in pursuance thereto. The contract further provided for a deposit of $500.00 which was received by your Oratrix with the balance

to be paid within 30 days after the final ratification of the contract of sale by this Court. A copy of said contract of sale is filed herewith and marked "Plaintiff's Exhibit No. 11".

Your Oratrix believes, and, therefore, alleges, that the contract of sale entered into by her individually and as agent aforesaid, is for the best interest and advantage of the infant party defendant and of all the other persons having any interest in the property agreed to be sold, and, therefore, believes and alleges that said contract should be ratified and confirmed by this Court.

X. The property described in Paragraph VIII hereof cannot be divided without loss or injury to the parties interested and it is to the benefit and advantage of all persons interedted in said property that it be sold and the proceeds thereof brought into this Court to be divided among the parties entitled thereto according to their respective interests.

TO THE END THEREFORE:

I. That a Decree be passed for the sale of the property mentioned and described in Paragraph VIII hereof.

2. That a Trustee be appointed by such Decree to make the sale.

3. That the Trustee be authorized and directed to publish a notice to creditors of Henry Albert Nichols, Selenia Nichols Stover and George E. Elliott, all deceased, in accordance with Article 93, Section 117 of the Annotated Code of Maryland, notifying them to file their claims within the time required by said Section as therein set out.

4. That the Contract of Sale mentioned in Paragraph IX hereof and filed herewith as Complainant's Exhibit No. 11 be ratified and confirmed and the Trustee appointed by the Decree be authorized and directed to convey the property to Samuel M. Bushman, one of the Defendants, the purchaser thereof, upon compliance by him with the terms of said Contract of sale.

5. That the proceeds of sale of said property be brought into this Court and distributed under the supervision and direction of the Court to the persons entitled thereto according to their respective rights and interests therein.

6. That your Oratrix be granted such other and further relief as her cause may require.

May it please your Honor to grant unto your Oratrix the State's Writ of Subpoena directed to all of the Defendants whose names and addresses appear in the title of the aforegoing Bill of Complaint who are residents of the State of Maryland, commanding 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 and to answer the premises and abide by and perform such Decree as may be passed herein.

And further may it please your Honor to grant unto your Oratrix and Order of Publication giving notice to the following named Defendants who are non-residents of this State, viz:

Adelaide M. Nichols, 420 Morgan Ave., Palmyra, New Jersey.
Caroline Leonard, 27 Amstel Avenue, Newark, Delaware.
Louise N. Tull, 1912 Blue Ridge Road, Charlottesville, Virginia.
Frank J. Stover, 1628 Collingwood Street, Detroit, Michigan.
Mildred Jones, and Owen Jones, her husband, Brightmoor, Michigan.
George E. Elliott, Jr., and Doris Elliott, his wife, 501 Hulton Road, Oakmont, Pennsylvania.
National Metropolitan Bank of Washington, D. C., Trustee Washington, D. C.

Bertha H. D. Nichols, Philadelphia, Pennsylvania.

Agnes N. Simons, 623 Zollinger Way, Merion, Pennsylvania.

Naomi N. Vogt, and Gustav Vogt, her husband, 1562 Calvert Street, Detroit, Michigan.

Joyce M. Stover, an infant, 1628 Collingwood Street, Detroit, Michigan.

Eleanor E. Main, and Robert Main, her husband, 5103 Princess Anne Road, LaCanada, California.

Robert K. Elliott, and Anne H. Elliott, his wife, 5103 Princess Anne Road, La Canada, California

notifying them of the object 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 should not be passed as prayed.

And as in duty bound, etc.,

Jacob S. New,

Florence A. Newell — John O. Herman

Complainant — Solicitors for Complainant, 1120 Fidelity Building, Baltimore, Maryland.-1.

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 4th day of May, in the year one thousand, nine hundred and forty-nine, before me, the subscriber, a Notary Public of the City of Washington, in and for the District aforesaid, personally appeared FLORENCE A. NEWELL, the within named Complainant, and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true as therein set out, to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Rebecca M. Smith, Notary Public D.C.

My Commission expires April 1, 1954.

Filed May 6", 1949

Order of Publication

The objects of the Bill of Complaint are to have the Court Decree a sale of certain real estate therein and hereinafter described; that a Trustee be appointed to make the sale; that a contract of sale entered into by and between Complainant and Samuel M. Bushman, one of the Defendants, be ratified and confirmed; that the proceeds of the sale be distributed to those entitled under the supervision and direction of the Court; that the Trustee publish a notice to creditors of certain deceased persons who are non-residents of the State of Maryland, and who died outside the State of Maryland, having a fractional interest in the real estate to be sold in these proceedings; that the Complainant be granted general relief.

The Bill of Complaint recites that one John R. Nichols, late of Anne Arundel County, owned certain real estate in that County, acquired by three deeds therein mentioned, certified copies of said deed being filed with the Bill of Complaint as exhibits; that the said John R. Nichols died on July 22, 1896 leaving a Will dated March 4, 1873 which was duly probated by the Orphans' Court of Anne Arundel County, a certified copy of which will being filed with the Bill of Complaint as an exhibit; that by said Will

John R. Nichols devised and bequeathed all of his property unto his widow, Elizabeth W. Nichols, for life and after her death to his three sons, James W. Nichols, William A. Nichols and Charles W. Nichols, equally; that Elizabeth W. Nichols died on April 5, 1901, title to the real estate left by John R. Nichols thereby vesting in his above named sons; that Charles W. Nichols died in Philadelphia, Pennsylvania on December 2, 1910, leaving a Will dated July 10, 1908, a certified copy of which Will is recorded in the Office of the Register of Wills for Anne Arundel County and and a copy whereof being filed with the Bill of Complaint as an exhibit; that by said Will, Charles W. Nichols devised and bequeathed all of his property unto his wife, Adelaide M. Nichols, one of the Defendants; that William A. Nichols died at St. David's, Pennsylvania, on November 18, 1902, leaving a Will dated July 28, 1893, an authenticated copy whereof is recorded in the Office of the Register of Wills for Anne Arundel County and a copy whereof being filed with the Bill of Complaint as an exhibit; that by said Will, William A. Nichols devised all of his estate unto his wife, Mary L. Nichols, absolutely; that Mary L. Nichols died at St. David's, Pennsylvania, on November 22, 1933, leaving a Will dated February 11, 1924, an authenticated copy whereof being recorded in the Office of the Register of Wills of Anne Arundel County and an authenticated copy whereof being filed with the Bill of Complaint as an exhibit; that by her Will, Mary L. Nichols devised all of her property in equal shares unto her four children, Caroline E. Leonard, Agnes N. Simons, Louise N. Tull, three of the Defendants and to Henry A. Nichols; that Henry A. Nichols was also known as H. Albert Nichols and died at Merion, Pennsylvania on September 16, 1944, leaving a Will dated May 19, 1936, an authenticated copy whereof is recorded in the Office of the Register of Wills for Anne Arundel County and an authenticated copy whereof being filed with the Bill of Complaint as an exhibit; that by said Will, Henry A. Nichols devised and bequeathed all of his property unto his wife, Bertha H. D. Nichols, one of the Defendants; that James W. Nichols died at Mt. Rainier, Maryland, on August 20, 1911, intestate, leaving surviving him his widow, Carrie W. Nichols, and eight children; that Carrie W. Nichols died at Mt. Rainier, Maryland, on June 28, 1923; that of the eight children of James W. Nichols, Elizabeth C. Watts, Laura G. Disney, Olive V. McKeown and Sarah E. Anderson are all living and Defendants herein; that Florence A. Newell, another child of the said James W. Nichols, is living and is the Plaintiff herein; that Charles W. Nichols, another child of James W. Nichols died at Mt. Rainier, Maryland, on December 13, 1948, unmarried and intestate, leaving as his only heirs at law his sisters and children of a deceased sister and deceased brothers, all of which are parties to these proceedings; that John R. Nichols, another child of said James W. Nichols, died at Washington, D. C. on June 12, 1925, intestate, leaving surviving him his widow, Edith Nichols and two children; that Edith Nichols subsequently married George T. Brooks and thereafter she died intestate in the year 1933 at Detroit, Michigan, leaving surviving her her husband, George T. Brooks, one of the Defendants, a daughter, Mildred Jones, one of the Defendants and the two children of John R. Nichols above mentioned; that one of the children of John R. Nichols, Naomi Nichols Vogt is living and is a Defendant herein; that the other child of John R. Nichols, Selenia Nichols Stover, died in Detroit, Michigan, on December 7, 1944, intestate, leaving surviving her her husband, Frank J. Stover, and one child, Joyce M. Stover, both Defendants herein; that James A. Nichols, another child of John R. Nichols, died on September 9, 1938, at Mt. Rainier, Maryland, leaving a Will dated August 17, 1937, a certified copy whereof is recorded in the Office of the Register of Wills for

Anne Arundel County, and a copy whereof is filed with the Bill of Complaint as an exhibit; that by said Will, James A. Nichols devised and bequeathed all of his estate in equal shares unto his wife, Martha C. Nichols,(now known as Martha C. Wooster) and his three children Alice E. Nichols/(now known as Alice E. Heinrich), James T.Nichols and Kenneth L. Nichols, all Defendants herein; that Margaret Louise Elliott,another child of the said James W. Nichols, predeceased her father, she having died at Washington, D. C., on August 14, 1901, leaving surviving her two children; that Edith L. Elliott Conger, one of the children of Margaret Louise Elliott, is living and is one of the Defendants; that George E. Elliott, the other child of Margaret Louis_ Elliott, died at Washington, D. C., on June 16, 1941, leaving a will dated January 11, 1936 and codicils dated April 18, 1941 and April 23, 1941, an authenticated copy whereof being recored in the Office of the Register of Wills for Anne Arundel County and a copy whereof is filed with the Bill of Complaint as an exhibit; that by said Will and Codicils, George E. Elliott devised all of his estate unto National Metropolitan Bank of Washington, D. C. one of the Defendants, in trust for his children, Eleanor Wingate Elliott (now Eleanor Elliott Main), George E. Elliott, Jr., and Robert Kingwill Elliott, all Defendants herein.

The Bill of Complaint further recites that the above named persons, together with their spouses, if any, as named, are the only persons having any title to or interest in the real estate involved in these proceedings and are all of full legal age,except Joyce M. Stover, one of the Defendants, who is an infant; that as a result of various conveyances there now remains of the original tract acquired by John E. Nichols a parcel now consisting of 23.05 acres of land, more or less, according to a survey made by Edward V. Coonan & Co., on April 13, 1949, which is described as follows:

BEGINNING for the same at the end of the 3rd line of a parcel of land described in a deed from Mary L. Nichols et al. to W. B. & A. Electric Railroad Company,dated April 2, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W.#53, folio 104, said place of beginning being on the Southeast side of the old Right of Way of the W. B. & A. Electric Railroad and running thence with and binding on said Right of Way North 31 degrees 30 minutes East 594.35 feet to intersect the outline of Lot No. 1 allotted to Anna E. Duvall in an equity case recorded in Liber N.H.G. No. 8,folio 410,etc.,of the Equity Records of Anne Arundel County, thence binding on said outlines reversely as the same is now (1949) run with an allowance of 4-1/2 degrees to correct the variation of the compass from the beginning of the North 16 degrees 15 minutes West 25 perches line of said lot No. 1, the six following courses and distances: North 48 degrees 11 minutes East 2.2 feet, North 89 degrees 03 minutes East 16.5 feet, South 23 degrees 07 minutes East 165 feet, North 75 degrees 55 minutes East 363 feet, South 9 degrees 32 minutes East 330 feet, South 11 degrees 42 minutes East 412.5 feet, to a stake at the beginning of the aforesaid North 16 degrees 15 minutes West 25 perches line of Lot No. 1, and running thence South 14 degrees 43 minutes West 12.24 feet to the center of Picture Spring Branch and to the land described in a deed from the Scott Street Loand and Savings Association No. 1 to National Plastic Products Company dated June 2, 1947 and recorded among the aforesaid Land Records in Liber J.H.H. No. 412, folio 281 etc., at the end of the North 29 degrees 43 minutes East 32.7 feet line of said land, thence binding on the outlines of said

land reversely and on the center of Picture Spring Branch the nine following courses and distances: South 29 degrees 43 minutes West 32.7 feet, North 67 degrees 32 minutes West 39.0 feet, South 76 degrees 29 minutes West 183.0 feet, South 3 degrees 53 minutes West 62.0 feet, South 18 degrees 45 minutes West 95.0 feet; South 37 degrees 25 minutes East 166.0 feet, South 50 degrees 20 minutes East 76.00 feet; South 16 degrees 54 minutes West 52.30 feet, South 63 degrees 08 minutes East 66.00 feet, South 29 degrees 08 minutes East 75.90 feet to the Northwestern outline of the land described in a deed from Clarence C. Kilby to David Scarlett Ross by deed dated November 10, 1914 and recorded among the aforesaid Land Records in Liber G.W. No. 108, folio 274,etc., thence binding reversely on the outlines of said land the two following courses and distances: South 50 degrees 17 minutes West 803.40 feet and South 58 degrees 17 minutes West 720.18 feet to a pipe driven in the ground in the Southeasternmost outline of the land described in a deed from the Washington, Baltimore & Annapolis Realty Corporation to Consolidated Gas Electric Light & Power Company of Baltimore by deed dated June 26, 1939 and recorded among said Land Records in Liber J.H.H. No. 202,folio 202,etc., said pipe being at the distance of 354.14 feet Northeasterly from the State Road leading from Fort Meade to Annapolis measured on the 6th line of said first parcel,thence binding reversely on said 6th line North 31 degrees 30 minutes East 855.00 feet to a stone heretofore planted at the end of said line and thence binding on the 5th line and 4th line of the land described in the deed from Nichols to W. B. & A. Electric Railroad, above referred to the two following courses and distances: North 31 degrees 30 minutes East 810.15 feet North 58 degrees 30 minutes West 580 feet to the place of beginning. Containing 23.05 acres of land, more or less.

That on December 18, 1948 the Complainant for herself and as co-tenant with and agent for the parties above named, executed a contract of sale with Samuel M. Bushman, one of the Defendants, whereby she agreed to sell the above described property at and for the price of $500.00 an acre, the acreage to be determined by a survey, receiving at the time of the execution of the contract a deposit of $500.00, the balance to be paid within thirty days after final ratification by this Court, a copy of said contract of sale being filed with the Bill of Complaint as an exhibit; that the Complainant believes and alleges that the contract of sale is advantageous to the infant Defendant and all of the other parties to these proceedings; that the property can not be divided without loss or injury to the parties interested and that it, therefore, should be sold and the proceeds brought into Court to be divided among the parties.

It is thereupon this 6" day of May, 1949 by the Circuit Court for Anne Arundel County in Equity ORDERED that the Complainant by causing a copy of this Order to be inserted in some news-paper published in Anne Arundel County once a week for four successive weeks before the 11" day of June, 1949 give notice to the non-resident Defendants,namely: Adelaide M. Nichols, 420 Morgan Ave.,Palmyra, New Jersey; Caroline Leonard, 27 Amstel Ave., Newark, Delaware; Louise N. Tull, 1912 Blue Ridge Road; Charlottesville, Virginia; Frank J. Stover, 1628 Collingwood St.,Detroit, Michigan; Mildred Jones and Owen Jones,her husband, Brightmoor, Michigan; George E. Elliott,Jr., and Doris Elliott, his wife, 501 Hulton Road, Oakmont, Pennsylvania; National Metropolitan Bank of Washington, D. C.,Trustee,Washington, D.C.; Bertha H. D. Nichols, Philadelphia, Pennsylvania; Agnes N. Simons,623 Zollinger Way, Merion, Pennsylvania; Naomi N. Vogt, and Gustav Vogt, her husband, 1562 Calvert St. Detroit, Michigan; Joyce M. Stover, an infant, 1628 Collingwood St.,Detroit,Michigan; Eleanor E. Main

and Robert Main, her husband, 5103 Princess Anne Road, La Canada, California; Robert K. Elliott, and Anne H. Elliott, his wife, 5103 Princess Anne Road, La Canada, California. of the objects and substance of the Bill of Complaint warning them and each of them to be and appear in this Court, either in person or by solicitor, on or before the 27" day of June, 1949, to show cause, if any there be, why a Decree shall not be passed as prayed.

John H. Hopkins, 3rd, Clerk.

5/6/'49. Copy of the within Order of Publication Received.

Maryland Gazette. Per Bernard Heinz.

Filed May 6, 1949

COMPLAINANT'S EXHIBIT No. 1.

(U. STATES INT. REV. $1.00

Lease Stamp. M.E.D. Jany.30th, 1865.)

THIS DEED made this thirteenth day of January in the year one thousand eight hundred and sixty five by Ann E. Duvall, widow, of William Beale Duvall of Anne Arundel County, in the State of MARYLAND, of the one part, and John R. Nichols of Baltimore City and State aforesaid of the other part.

WITNESSETH, that in consideration of the sum of one thousand dollars, the said Ann E. Duvall do grant unto John R. Nichols of Baltimore City in the State of Maryland his heirs and assigns in fee simple. All that piece or parcel of land situate lying and being in Anne Arundel County aforesaid it being a part of a tract of land called "Hammonds 5th Connection. Beginning for the same at a stone planted on the North side of the public road leading from Annapolis to Elkridge it being the beginning boundary of the land conveyed by Matthias Hammond to Mary Robinson and running thence bounding on the lines of the said conveyance reverse thereof and the outlines of the whole survey the three following courses and distances to wit viz North 54° 30' East 40 perches, North 33° 00' East 60 perches, thence south 71° East 102 perches thence leaving the lines of the said land and running across the whole tract North 46° 15' East 48 perches to intersect the 15th. line of the whole tract from "Picture Spring" three perches from the beginning of said line thence running and bounding on the outlines of the whole tract running down "Pictures Spring Branch" North 47° 15' West 5 perches thence North 49° 45' West 6 perches thence North 23° 30' West 18 perches thence North 36° 30' West 6 perches thence North 79° 30' East 7 perches, thence North 53° 30' East 12 perches thence North 16° 15' West, 25 perches, thence North 14° West 20 perches thence South 71° 30_ West 22 perches leaving the said branch and running North 27° 30' West 10 perches thence South 86° 30' West 1 perch thence North 76° West 10 perches thence South 43° 45' West 24 perches thence South 20° 30' West 10 perches, thence South 62° 30' West 14 perches thence North 78° 30' West 16 perches thence North 53° 30' West 3 perches thence South 37° 15' West 158 perches containing and now laid out for seventy five acres of land more or less being that part of the land of George W. Hammond allotted to Ann E. Duvall.

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

AND the said Anne E. Duvall for herself & her heirs, executors & administrators do hereby covenant with the said John R. Nichols his heirs and assigns, in manner following to wit. that the said Ann E. Duvall and her heirs shall warrant and defend unto the said John R. Nichols and his heirs and assigns the hereby granted property, against the said Ann E. Duvall and all persons claiming therein under and all other persons whomsoever. And also, that the said Ann E. Duvall and her heirs, shall at the request and cost of the said John R. Nichols his heirs and assigns make and execute such other acts or deeds as may be required by the said John R. Nichols his heirs or assigns, for the confirmation of these presents.

WITNESS my hand and seal:

Test: P. Dorsey Carr A. E. Duvall (SEAL)

State of Maryland, Anne Arundel County, to wit:

I Hereby Certify that on this 30th day of January in the year one thousand eight hundred and sixty five before the subscriber, a Justice of the Peace of the State of Maryland in and for Anne Arundel County aforesaid personally appeared Ann E. Duvall and acknowledged the foregoing Deed to be her act.

P. Dorsey Carr.

Recorded the 20" day of February, 1865

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify that the foregoing Deed was truly taken and copied from Liber N.H.G. No. 13, folio 102, etc., one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I Hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 31st day of March, A.D. 1949.

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

Filed May 6, 1949

COMPLAINANT'S EXHIBIT NO ". EXAMS. EXH. ", JDS.

D E E D

THIS DEED made this 25th day of January in the year one thousand eight hundred and sixty-nine, by Francis W. Jones and Emma Jones, his wife, of the City of Baltimore, in the State of Maryland.

WITNESSETH that in consideration of the sum of six hundred and twenty five dollars the receipt of which is hereby acknowledged, the said Francis W. Jones and Emma Jones, his wife, have given, granted and conveyed and by these presents do give, grant and convey unto Rev. John R. Nichols of said City and State, his heirs and assigns in fee simple. ALL THAT part of two tracts of land situate and lying in Anne Arundel County in the State of Maryland called "additional Partnership" and part of _Hammonds Forest", and which is particularly described as follows, that is to say:

Beginning for the same at the end of forty one and a half perches on the fifth line of said land on the North side of the Annapolis and ElkRidge Rail Road and running and bounding on the lines of said conveyance North fifty four and a quarter degrees East eighty nine and a half perches thence North seventy and three quarter degrees West ten perches thence south thirty three and a quarter degrees West sixty perches thence South fifty-seven degrees West twenty two perches to the limits of said Rail Road and thence bounding on said Rail Road with a straight line to the place of beginning. Containing forty one and a quarter acres of land more or less. Being the same ground which by deed bearing date of the fifth day of November A.D. Eighteen hundred and sixty-two and recorded among the Land Records of Anne

Arundel County in Liber N.H.G. No. 10, fol. 614 &c was conveyed by Nathaniel Watts and wife to the said Francis W. Jones.

Together with the improvements thereon erected made or being and all and every the rights, alleys, ways, waters, privileges appurtenances and advantages thereunto belonging or in anywise appertaining.

To have and to hold the same unto the said John R. Nichols, his heirs and assigns to their own proper use behoof and benefit forever in fee. And the said Francis W.Jones hereby covenants that he has not done or suffered to be done any act manner or thing whatsoever to encumber the property hereby conveyed. That he will warrant the same specially to the said John R. Nichols his heirs and assigns and that he will execute such other and further assurances as may be requisite for the confirmation of these presents:-

Witness the hands and seals of said Grantors on the day and year aforesaid.

Witness: Francis W.Jones (SEAL)

E. F. Flaherty Emma Jones (SEAL)

State of Maryland, Baltimore City, To Wit:

I Hereby certify that on this twenty-fifth day of January,A.D., eighteen hundred and sixty-nine before me the subscriber a Justice of the Peace of said State in and for said City, personally appeared Francis W. Jones and Emma Jones, his wife, the grantors named in the foregoing deed and severally acknowledged the same to be their act and deed.

E. F. Flaherty, J.P.

State of Maryland, Baltimore-City, Sct.

I hereby certify that Edward F. Flaherty Esquire before whom the annexed acknowledgments were 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.

In Testimony whereof I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 26" day of January A.D. 1869.

George Robinson Clerk of the Superior Court of Baltimore City. (SEAL)

U.S. Int. Rev!e 5' Stamp G. R. 26" January, 18669.

Recorded 27" of January, 1869.

STATE OF MARYLAND, Anne Arundel County, Sct:

I Hereby Certify that the foregoing DEED was truly taken and copied from LiberS.H. No. 3,folio 169,&c., one of the Land Records for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 31st day of March, A.D. 1949.

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

Filed May 6, 1949

COMPLAINANT'S EXHIBIT NO. 3 EXAMS. EXH. #,JDS.

D E E D

THIS DEED, Made this First day of May, in the the year one thousand nine hundred and nine (1909) by Burton H. Duvall of Hampton, Virginia, and Ida J. Duvall,of the City of Baltimore, his wife, of the one part, and Mary L. Nichols, of St. Davids, Pennsylvania, Charles W. Nichols of Philadelphia Pennsylvania and James W. Nichols of Washington, D.C., of the other part.

Whereas, Anne E. Duvall by Deed dated January 30, 1865 and recorded in the Land Records of Anne Arundel County, Maryland, in Liber N.H.G. No. 13, folio 102 &c., granted and conveyed the premises hereinafter described unto John R. Nichols.

And Whereas, the said John R. Nichols died on July 23rd, 1896, having first made his last will and testament, which was truly proved and recorded in the office of the Register of Wills of said County in Will Book W.F.P. No. 1, folio 236&c., whereby he devised unto Alia the said premises unto his wife Elizabeth W. Nichols for her life with remainder in fee to his three Sons James, William A and Charles W. Nichols.

And Whereas, the said Elizabeth W. Nichols died on April 5", 1901, and the said William A. Nichols being so seized of an undivided one third of said premises died on November 18, 1901, and his last Will and testament which was duly proved and a copy whereof, is recorded in the office of the Register of Wills of Anne Arundel County in Liber R.B. No. 1, folio 426, &c., gave and devised all of his property real and personal unto his wife Mary L. Nichols.

And Whereas, the aforesaid Ann E. Duvall on January 30, 1865. the date of the Deed to the aforesaid John R. Nichols for the said premises was possessed of only a dower interest therein and there is therefore now outstanding a cloud upon the title of the heirs of the said John R. Nichols their heirs and assigns to the said premises notwithstanding the continuous, notorius and adverse possession of said premises for more than forty years last past by the said John R. Nichols, and his heirs.

AND WHEREAS Burton H. Duvall being the only son of William B. Duvall deceased and his wife, the aforesaid Ann E. Duvall now desire to remove the aforesaid Cloud upon the title of the heirs of said John R. Nichols and to confirm them their title in and to the premises hereinafter described.

WITNESSETH, that in consideration of the sum of one dollar unto us in hand this day paid the receipt whereof is hereby acknowledged, we the said Burton H. Duvall and Ida J. Duvall do grant and convey unto Mary L. Nichols widow of William A. Nichols of St. Davids Pennsylvania, Charles W. Nichols of Philadelphia Pennsylvania and James W. Nichols of Washington District of Columbia, their and each of their heirs and assigns in fee simple.

All that piece or parcel of land being a part of a tract of land called "Hammond's 5 Connection situate, lying and being in Anne Arundel County, Maryland, and described as follows that is to say:

Beginning for the same at a stone planted on the north side of the Public Road leading from Annapolis to Elkridge it being the beginning boundary of the land conveyed by Matthias Hammond to Mary Robinson and running thence bounding on the lines of the said conveyance reverse thereof and the outlines of the whole survey, the three following courses and distances to wit, viz: North 54° 30' East 40 perches, North 33° 00' East 60 perches thence South 71° East 102 Perches, thence leaving the lines of the said land and running across the whole tract North 46° 15' East 48 perches to intersect the 15 line of the whole tract from "Pictures Spring", three perches from the beginning of said line thence running and bounding on the outline of the whole tract running down "Pictures Spring Branch" North 47° 15' West 5 perches, thence North 49° 45' West 6 perches, thence North 23° 30' West 18 perches, thence North 36° 30' West 6 perches thence North 79° 30' East 7 perches thence North 53° 30' East 12 perches, thence North 16° 15' West 25 perches, thence North 14° West 20 perches, thence South 71° 31' West 22 perches, leaving the said branch and running North 27° 30' West 10 perches, thence South 86° 30'

West 1 perch, thence North 76° West 10 perches, thence South 43° 45' West 24 perches thence South 20° 30' West 10 perches, thence South 62° 30' West 14 perches, thence North 78° 30' West 16 perches, thence North 53° 30' West 3 perches, thence South 37° 15' West 158 perches.

Containing and laid out for Seventy-five acres of land more or less.

Being the same premises, which in the case of William B. Duvall and wife, Versus Elizabeth L. Hammond Equity Records of Anne Arundel County, Liber N.H.G. No. 8, folio 368 &c., were by the Circuit Court of Anne Arundel County, allotted to William B. Duvall,

And the said William B. Duvall, died on or about October 24, 1862, intestate and leaving to survive him his wife Ann E. Duvall and one son Burton H. Duvall party of the first part hereto.

And the said Ann E. Duvall by deed dated the 30" of January, 1865 and recorded in the Land Records of Anne Arundel County in Liber N.H.G. No. 13, folio 102 &c., granted and conveyed the said premises unto the said John R. Nichols.

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 buildings and improvements 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 Mary L. Nichols, Charles W. Nichols and James W. Nichols their and each of their heirs and assigns in fee simple.

And the said Burton H. Duvall for himself, his heirs executors and administrators does hereby covenant that he will warrant specially the property hereby granted and conveyed and that he will execute such further assurances of said title in fee simple as may be requisite.

And that the said Burton H. Duvall and his heirs shall and will warrant and forever defend the said Mary L. Nichols Charles V. Nichols and James W. Nichols their heirs and assigns the hereby granted property against the said Burton H. Duvall and all persons claiming therein under him and all other persons whomsoever.

WITNESS the hands and seals of said grantors

The words" of the City of Baltimore" being underlined at the Third line hereof before signing.

Test: Henry M. Smitz — Burton H. Duvall (Seal)

C.L. Collier as to Burton H.Duvall — Ida J. Duvall (Seal)

G. Mitchell Griffith as to Ida J. Duvall.

State of Virginia, County of Elizabeth City, to wit:

I Hereby Certify, that on this 1st day of May in the year one thousand nine hundred and nine, before me the subscriber, a Notary Public of the County of Elizabeth City, Virginia, personally appeared Burton H. Duvall and he acknowledged the foregoing deed to be his act.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal.

Word "April" erased above. (Notary Seal) C. L. Collier

C. L. Collier, N.P. — Notary Public

My Term of office expires Sept. 27, 1910.

State of Virginia, County of Elizabeth City, to wit:

I, H. H. Holb, County Clerk of Elizabeth City County, and as such, Clerk of the Circuit Court of of said County in the State of Virginia do certify that C. L. Collier whose signature is attached to the foregoing certificate, is, and was at the time of the signing of the same a Notary Public in and for said County duly commissioned and qualified and authorized by virtue of his office to take acknowledgments to deed and other writing and administer oaths in this County, according to the laws of the State.

I further Certify, that I am well acquainted with the hand writing of the said Notary Public, and verily believe his signature to the foregoing proof or acknowledgment to be genuine, and that this attestation is in due form of law.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the said Court this 1st day of May 1909, and in the 133rd year of the Commonwealth.

(Clerk's Seal) H. H. Holb, Clerk.

State of Maryland, Baltimore City, Sct;

I Hereby Certify, that on this Third day of May A. D. 1909 before me the subscriber, a Notary Public of the said State of Maryland, in and for Baltimore City aforesaid, personally appeared Ida J. Duvall, one of the Grantors named in the aforegoing Deed and acknowledged the above and aforegoing deed to be her act.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal.

(Notarys Seal) G. Mitchell Griffith. Notary Public

Recorded 7 May, 1909.

State of Maryland, Anne Arundel County, Sct;

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber G.W. No. 66, folio 476, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 31st day of March, A. D. 1949.

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

Filed May 6, 1949

Complainant's EXHIBIT No. 4. Exams. Exh. 4. JDS.

W I L L

In the Name of God, Amen. I John Robert Nichols, a minister of the Gospel of the Methodist Protestant Church, Maryland Annual Conference being in good health and of sound disposing mind and memory but knowing the uncertainty of life, do hereby make this my last Will and Testament.

Imprimis. I desire and direct that my Executors, hereinafter named, shall pay my funeral expenses and all my debts as soon after my death as conveniently they can.

Item 1. I will and bequeath unto my dear wife Elizabeth W. Nichols all my Estate, Real Personal and Mixed, except my library and a few other articles hereinafter mentioned, during her natural life; and after her death to be equally divided between my three sons James Wood Nichols, William Albert Nichols and Charles Wesley Nichols to have and to hold to themselves and their respective heirs forever.

Item II. I will and bequeath unto my three sons above named my library after my wife has selected such volumes as she may wish to retain, to be equally divided between them as they may determine provided all the volumes of the same work be possessed by the same party except the following volumes which I wish to be set apart in three classes viz: 1st The

fine velvet bound Bible presented to me by the Brickmakers Methodist Protestant Sabbath School of Philadelphia. 2nd The Bible presented to me by James L. Young, Esq., of Baltimore and the History of All Nations. 3rd The family Bible and the four volumes of Clarke's Commentaries on the Old and New Testaments; one of which classes I desire to be chosen by each of my said three sons according to their respective ages.

Item III. I will and bequeath unto my son James Wood Nichols my watch and chain and red pocket book.

Item IV. I will and bequeath unto my son William Albert Nichols my best cane with silver plate on it, on which is engraven my name, my shaving implements and, at the death or pleasure of my wife, the large oil painting of myself.

Item V. I will and bequeath unto my son Charles Wesley Nichols my old desk and book case, a family relic of his grandfather Nichols' Estate, my silver pencil and gold pen, pocket knife, pocket book and, at the death or pleasure of my wife, the large photograph of myself. The three last named legacies are little keepsakes from an affectionate father to his three dutiful sons.

Item VI. I hereby constitute and appoint my wife Elizabeth W. Nichols and my son William Albert Nichols as the Executors of this my last Will and Testament.

Witness my hand and seal this Fourth day of March Eighteen hundred and seventy-three.

J. R. Nichols (SEAL)

Signed, Sealed, Published and declared by the above named Testator as and for his last Will and Testament in the presence of us, who at his request, in his presence and in the presence of each other hereto subscribed our names as witnesses thereto.

Wm. Wirt Robinson
Geo. Frame
James Frame

ANNE ARUNDEL COUNTY SS:

On the 27 day of August 1896, came William A. Nichols one of the Executors and made Oath on the Holy Evangely of Almighty God, that he does not know of any Will or Codicil of Rev. John Robert Nichols late of said County, deceased, other than the above instrument of writing, and that he received the same from his brother who found the same among the papers of the deceased after his death and that the Testator departed this life on or about the 22nd day of July, 1896.

Sworn to in open Court.

Richard Baldwin, Register of
Test: Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS:

On the 27th day of August, 1896, came George Frame a subscribing witness to the foregoing last Will and Testament of John Robert Nichols late of said County, deceased, and made affirmation in due form of law that he did see the Testator sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with James Frame since deceased and Wm. Wirt Robinson, the other subscribing witnesses and this deponant is informed and beleives that William Wirt Robinson is also dead and that they the subscribing witnesses subscribed their names as witnesses to this Will in his pre-

sence, at his request and in the presence of each other.

Sworn to in open Court.

Test: Richard Baldwin,

Register of Wills for Anne Arundel County

ANNE ARUNDEL COUNTY, SS:

On the 27th day of August 1896, came Rufus W.Applegarth and made oath on the Holy Evangely of Almighty God, that he is well acquainted with the Signatures of the subscribing Witness James Frame to the foregoing Will and that said James Frame was his law partner when said will was executed and that said James Frame is dead, and that said signature is the genuine Signature of the said James Frame and was written by him in his lifetime and that said Wm.Wirt Robinson another subscribing witness this deponant is informed and believes is dead.

Sworn to in open Court.

Test: Richard Baldwin,

Register of Wills for Anne Arundel County

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Court, after having carefully examined the above last Will and Testament of Rev. J. R. Nichols late of Anne Arundel County, deceased, together with the evidence adduced as to its validity, Orders and Decreea, this 27th day of August,A. D., 1896 that the same be admitted in this Court as the true and genuine last Will and Testament of the said J. R. Nichols, deceased.

Grafton Duvall C.J.
Galloway Cheston, A.J.
Benj. Watkins A.J.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do,hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of John R. Nichols, late of said County, deceased, Together with proof and probate taken from the Original, being one of the Records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto subscribe my name and affix the seal of said Court this 8th day of April, in the year of our Lord, nineteen hundred and forty-nine.

R. Glenn Prout.

(Court Seal) Register of Wills for Anne Arundel County

Filed May 6, 1949

COMPLAINANT'S EXHIBIT NO. 5. EXAMS. EXH. 5, JDS.

COMMONWEALTH OF PENNSYLVANIA, CITY AND COUNTY OF PHILADELPHIA, SS.

(SEAL) LETTERS TESTAMENTARY

By the tenor of these presents, I, DAVID MARTIN, Register for the Probate of Wills and Granting Letters of Administration in and for the City and County of Philadelphia, in the Commonwealth of Pennsylvania.

DO MAKE KNOWN TO ALL MEN That on the 4th day of January A.D. 1911, at Philadelphia, before me, was proved and approved the last Will and Testament of Charles W. Nichols,deceased, (a true copy whereof is to these presents annexed), having, whilst he lived and at the time

of his death, divers Goods, Chattels, Rights and Credits within the said Commonwealth; by reason whereof the approbation and insinuation of said last Will and Testament, and the committing administration of all and singular the Goods, Chattels, Rights and Credits which were of the said deceased; and also the auditing the accounts, calculations and reckonings of the said administration and absolute care of the same, to me are manifestly known to belong; and that administration of all and singular the Goods, Chattels, Rights and Credits of said deceased any way concerning his last Will and Testament, is committed to Adelaide M. Nichols Executrix in the said Testament named; she having first been duly sworn well and truly to administer the Goods, Chattels, Rights and Credits of the deceased, and make a true and perfect inventory thereof and exhibit the same into the Register's Office of Philadelphia, on or before the 4th day of February next, and to render a just and true account, calculation and reckoning of the said administration, on or before the 4th day of January, one thousand nine hundred and twelve (1912) or when thereunto legally required; and also to diligently and faithfully regard and well and truly comply with the provisions of the Act relating to Collateral Inheritance.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of Office, at Philadelphia, this 4th day of January, in the year of our Lord one thousand nine hundred and Eleven.

The said Testator died on the 2nd day of Dec. 1910 at 3:05 o'clock P.M. as per affidavit filed.

H. C. Broomall, Deputy Register.

Fee for Letters Testimentary $3.50

1 Certificate .50

$4.00

I Charles W. Nichols of the City of Philadelphia, being of sound disposing mind, memory and understanding, do hereby make and publish my last Will and Testament as follows:

First, I order and direct that all my just debts and funeral expenses be paid as soon as convenient after my decease.

Second, all the rest, residue and remainder of my estate, real, personal and mixed and wheresoever situate I do give, devise and bequeath unto my beloved wife Adelaide M. Nichols her heirs, executors, Administrators and Assigns absolutely and forever.

And Lastly: I hereby nominate and appoint my said wife Adelaide M. Nichols Executrix of this my Will. Hereby revoking all others by me heretofore made, I do declare this only to contain my last Will.

In Witness Whereof I have hereunto set my hand and seal this Tenth day of July Anno Domini one thousand nine hundred and eight (1908)

Charles W. Nichols (_____)

Signed, Sealed, Published and declared by the above named Testator, as and for his last Will, in the presence of us, who at his request, in his presence and in the presence of each other, have hereunto subscribed our named as Witnesses.

Benj. Daniels 502 Land Title Bldg.

Witnesses.

Owen H. Hunter 114 S. 12th St.

CITY AND COUNTY OF PHILADELPHIA, SS:

Register's Office, Dec. 16, 1910

Then personally appeared Benj. Daniels and Owen H. Hunter the subscribing witnesses to the aforegoing last Will dated July 10th, 1908 of Charles W. Nichols deceased, and on their solemn Oath did say that they were present and did see and hear Charles W. Nichols deceased, the Testator therein named sign seal,publish and declare the same as and for his last Will and Testament and that at the doing thereof he was of sound disposing mind,memory and understanding, to the best of their knowledge and belief.

Benj. Daniels 12/16/10

Owen H. Hunter 12/16/10

Sworn and subscribed before me, the above date

H. C. Broomall Deputy Register.

CITY AND COUNTY OF PHILADELPHIA, SS.

Register's Office, Jany 4", 1911

I do swear that as the Executrix of the foregoing last Will and Testament of Charles W. Nichols deceased, I will well and truly administer the goods and chattels, rights, accredits of said deceased, according to law, and that I will diligently and faithfully regard and well and truly comply with the provisions of the law relating to collateral Inheritances. That the said Testator died on the 2nd day of Dec. A. D. 1910 at 3:05 o'clock P.M.

Adelaide M. Nichols

3826 Baring St.

Sworn and subscribed before me, the date above, and letters testamentary granted unto her.

H. C. Broomall Deputy Register

STATE OF PENNSYLVANIA, CITY AND COUNTY OF PHILADELPHIA.

BE IT REMEMBERED That, on the Fourth day of January, A. D. 1911 before me, DAVID MARTIN, Register of Wills for the City and County aforesaid, after due proof and hearing had,according to the Laws of the said State, IT IS ORDERED AND DECREED, that the last Will and Testament (dated July 10th 1908) of Charles W. Nichols late of said City and County, deceased, be duly admitted to probate and filed of record in the office of the Register of Wills of the said City and County.

IN TESTIMONY WHEREOF, I have hereunto set my hand, the day and year above written.

David Martin Register

COMMONWEALTH OF PENNSYLVANIA, CITY AND COUNTY OF PHILADELPHIA, SS

REGISTER'S OFFICE, January 11th, 1911

I, David Martin, Register of Wills and ex-officio Clerk of the Orphans' Court for the City and County of Philadelphia, in the Commonwealth of Pennsylvania, do hereby certify the foregoing to be a full and complete copy of The last Will and Testament of Charles W.Nichols deceased, together with the probate thereof upon which letters testamentary were granted unto Adelaide M. Nichols on the 4th day of January A.D. 1911, as the same remains on file and of record in this office also copy of letters testamentary as the same remains on file in this office.

In Testimony Whereof, I have hereunto set my hand and official seal at Philadelphia the date above.

David Martin Register of Wills and on-officio Clerk of the Orphans' Court

(COURT SEAL)

STATE OF MARYLAND ANNE ARUNDEL COUNTY:

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Charles W. Nichols late of Philadelphia, deceased together with proof and probate taken from Copy of the Original being 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 8th day of April in the year of our Lord, nineteen hundred and forty-fibe.

R. Glenn Prout,

(ORPHANS' COURT) (Seal)

Register of Wills for Anne Arundel county.

COMPLAINANT'S EXHIBIT NO. 6. Exams Exh. 6 JDS.

W I L L

I, William A. Nichols, of St. Davids, Delaware County, Pennsylvania, Attorney At Law being of sound mind, momory and understanding, do make, publish and declare this my Last Will and Testament, hereby revoking and making void all former Wills by me at any time heretofore made.

I direct that my body be decently interred in West Laurel Hill Cemetery, and that my funeral be conducted in such manner as my dear wife may desire.

I direct that all my just debts and funeral expenses be fully paid and satisfied as soon as conveniently may be after my decease.

I give devise and bequeath unto my dear wife Mary L. Nichols, her heirs and assigns all the rest, residue and remainder of my estate and property real, personal and mixed wheresoever the same may be at the time of my death; and I nominate, constitute and appoint my said wife sole Executor of this my last will and testament.

In witness whereof I have hereunto set my hand and seal this 28th day of July A.D. One thousand eight hundred and ninety three (1893)

William A. Nichols (SEAL)

Signed, sealed, published and declared by the above named William A. Nichols as and for his last Will and testament in the presence of us who have hereunto subscribed our names at his request, as witnesses thereto in the presence of said Testator and of each other.

M. Laura Bartruff, 1706 Chestnut St.
Thomas A. Hicks, 3410 Hamilton St.
C. S. Godwin 857 Marshall St.

COUNT OF DELAWARE, SS:

Be it remembered, that on this 6th day of April Anno Domini one thousand nine hundred and three before me Geo. G. Patchel Register of Wills and Granting Letters of Administration in and for the County and State aforesaid, personally appeared C.S.Godwin, and Thomas A. Hicks the subscribing witnesses to the aforegoing instrument of writing, which purports to be the last Will and Testament of Wm.A. Nichols late of the Township of Radnor deceased, and being duly affirmed according to law, did depose and say that they were present, and saw and heard the testator Wm. A. Nichols sign, seal, publish

pronounce and declare the same as and for his last Will and Testament; and at the doing thereof he was of sound, disposing mind, memory and understanding, to the best of their knowledge and belief, and further that they did subscribe their names as witnesses to said Will, at said Testator's request, in his presence and in the presence of each other.

C.S.Godwin

Thomas A. Hicks

Affirmed to and subscribed before me the day and year above written.

A.V.B. Smith Deputy Register.

IN THE MATTER OF THE ESTATE OF Wm. A. Nichols late of the Township of Radnor Delaware County, Pa. deceased.

DELAWARE COUNTY, SS:

Personally appeared before me, Geo.G. Patchel Register for the Probate of Wills and granting Letters of Administration in and for the County and State aforesaid Mary S.Nichols who being duly Affirmed according to law, deposes and says that the said Wm. A. Nichols died in the Township of Radnor Delaware County, Pa., on the 18th day of Nov. A.D. 1902, about the hour of 2o'clock A.M.

Mary S. Nichols

Affirmed to and subscribed this 6th day of April, A. D. 1903.

A.V.B. Smith, Deputy Register.

DECREE

AND NOW, to wit: April 27th A.D. 1903, due and satisfactory proof having been made before me, according to law, it is ordered, adjudged and decreed that the aforegoing instrument of writing be admitted and recorded as the LAST WILL AND TESTAMENT, of William A. Nichols late of the Township of Rednor deceased, and that Letters Testamentary be granted to the Executor named therein she being first duly qualified according to law.

Geo. G. Patchel, Register

IN THE MATTER OF THE ESTATE OF Wm. A. Nichols late of Township of Radnor Delaware County, Pa., deceased.

DELAWARE COUNTY, ss:

Mary S. Nichols who has applied to Geo. G. Patchel, Register of Wills of said County for Letters Testamentary upon the Estate of said deceased, being duly Affirmed does declare and say that as Executrix under the Will of said Wm. A. Nichols deceased, she will well and truly administer the goods, chattels, rights and credits of the said deceased according to law; and also will diligently and faithfully regard and will and truly comply with the provisions of the law relating to collateral inheritances.

Mary S. Nichols

Affirmed to and subscribed this 6th day of April, A. D. 1903.

A.V.B. Smith, Deputy Register.

April 27, 1903, Letters Testamentary were in due form of law Granted unto Mary L. Nichols, the Executrix named in the foregoing will; she being duly qualified according to law, and also affirmed well and truly comply with the laws of this Commonwealth, relating to collateral inheritances.

STATE OF PENNSYLVANIA, DELAWARE COUNTY, SS:

I, WM. J. TAZEWELL, Register for the Probate of Wills, and granting Letters of

Administration and Clerk of Orphans' Court, in and for Delaware County, State aforesaid, and as such, the keeper of the records of said office, do hereby certify that the within and foregoing is a true copy of the original last Will and Testament of Wm. A. Nichols, deceased, together with Probate, proof of Death, Decree admitting will to record, Qualification of Executrix, and memorandum upon which Letters were granted unto Mary S. Nichols, Executrix as the same now remains of Record, in the Register's Office, in and for the County of Delaware aforesaid.

In testimony Whereof, I have hereunto set my hand and affix the seal of my said office, at Media this 23rd day of January A.D., 1907

Wm. J. Tazewell, Register of Wills
and Clerk of Orphans' Court.

STATE OF PENNSYLVANIA, DELAWARE COUNTY, SS:

I, ISAAC JOHNSON, President Judge of the Thirty-second Judicial District of Pennsylvania, and Presiding Judge of the Courts of Common Pleas, Orphans' Court, and Court of Quarter Sessions of the Peace, in and for the County of Delaware, State aforesaid, do certify that William J. Tazewell, by whom the annexed record, certificate and attestation were made and given, and who in his own proper handwriting has thereunto subscribed his name and affixed his official seal, was, at the time of so doing, and now is Register for the Probate of Wills and granting Letters of Administration and Clerk of Orphans' Court in and for the County of Delaware, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in courts of juricature as elsewhere; and that the said record, certificate, and attestation are in due form of law, and made by the proper officer.

In Testimony Whereof, I have hereunto set my hand, this 23rd day of January, A. D. 1907.

Isaac Johnson, President Judge.

STATE OF PENNSYLVANIA, DELAWARE COUNTY, SS:

I, A. J. DALTON, Prothonotary of the Court of Common Pleas, in and for the County of Delaware, State aforesaid, do certify that the Honorable Isaac Johnson, by whom the foregoing attestation was made, and who has thereunto subscribed his name, was, at the time of the making thereof, and still is, President Judge of the Court of Common Pleas, Orphans' Court, and Court of Quarter Sessions of the Peace, in and for the County of Delaware, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well in courts of juricature as elsewhere.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court, this twenty-third day of January A.D., 1907.

(COURT SEAL) A. J. Dalton, Prothonotary.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

I R. Glenn Prout, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Wm. A. Nichols late of Delaware County, Pennsylvania, deceased together with proof and probate taken from a Copy of the Original, being one of the Records, filed, Recorded & 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 8th day of April in the year of our Lord, nineteen hundred and forty-nine.

(ORPHANS COURT SEAL)

R. Glenn Prout,
Register of Wills for Anne Arundel County.

COMPLAINANT'S EXHIBIT NO. 7. EXAMS EXH. & JDS.

W I L L

BE IT REMEMBERED, That I, MARY L. NICHOLS, of Saint Davids, Delaware County, Pennsylvania, Widow, do hereby make, publish and declare this as and for my last Will and Testament, hereby revoking and making void all former Wills by me at anytime heretofore made.

ITEM: I direct that my body be interred in West Laurel Hill Cemetery, and that the funeral services are to be simple and nonostentatious.

ITEM: I order and direct the prompt payment of all my just debts and funeral expenses, as soon as possible after my decease.

ITEM: I direct that the sum of $2500.00 due the Estate of my deceased father, John Henry Smaltz, upon which interest of $125.00 has been paid by me annually, shall be paid to said Estate, as promptly as possible after my decease.

ITEM: I give and bequeath to Mary A. Roberts, provided that she is living with me at the time of my decease, the sum of $500.00

ITEM: All the rest residue and remainder of my Estate, I give, devise and bequeath in equal shares between my four children, to wit:

Henry Albert Nichols,
Caroline Elizabeth Leonard,
Agnes Nichols Simons,
Mary Louise Nichols.

ITEM: I authorize and empower my Executors hereinafter named, to sell all or any part of the real estate of which I may die possessed, or which my Estate may subsequently acquire, either at public or private sale, for the best price or prices that can be obtained therefor, and to make, execute and deliver to the purchaser or purchasers thereof, good and sufficient Deed or Deeds of Conveyance therefor, without any obligation on the part of the purchaser or purchasers to see to or become responsible for the payment of the purchase money.

ITEM: I nominate, constitute and appoint my son, Henry Albert Nichols and the Girard Trust Company, of the City of Philadelphia, Executors of this my Will.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this Eleventh day of February, in the year of our Lord, one thousand nine hundred and twenty-four, (1924).

WITNESSES:

Jere J. Crowley
Catherine C. Maloney

Mary S. Nichols (SEAL)

MONTGOMERY COUNTY, SS:

Personally appeared before me Catherine C. Maloney (now Ludden), one of the subscribing witnesses to the foregoing Will who, being duly qualified according to law, did depose and say that they were present, saw and heard the testatrix, Mary L. Nichols in said Will named, sign seal, publish and declare the same to be her last Will and Testament and at the time of so doing she was of sound mind, memory and understanding, to the best of her knowledge and belief, and that she signed as witness to the same, at the request of said testatrix

in her presence, and in presence of the other subscribing witness who is now dec'd.

Affirmed and subscribed before me) Catherine C. Malony (now
this 12th day of Dec. 1933.) Catherine C. Ludden)
A. L. Saxton Dep. Register)

MONTGOMERY COUNTY, SS:

Personally came before me Catherine C. Ludden on 12/12/33 & Harold B.Bornemann on 12/15/33, who being duly qualified according to law, did depose and say that they are well acquainted with the handwriting and signature of Jere J. Crowley one of the subscribing witnesses to the foregoing Will, and that they reviewed the signature of the said Jere J. Crowley appended to said Will and that they believe the said signature to be genunine and the proper handwriting of the said Jere J. Crowley, who is deceased,

Affirmed and subscribed before me) Catherine C. Ludden
the dates above written)
A.D. 19--
A. L. Saxton Dep. Register. Harold B. Bornemann

To FRANK W. SHALKOP

Register of Wills for the County of Montgomery, in the Commonwealth of Pennsylvania.

In the Matter of the probate of the last Will and
Testament of MARY L. NICHOLS,) P E T I T I O N
DECEASED)

The Petition of Henry Albert Nichols respectfully showeth that he is one of Executors named in the last Will and Testament of MARY L. NICHOLS, dated the Eleventh day of February A.D. 1924. That said Mary L. Nichols a citizen of the United States was a resident of the County of Montgomery and State of Pennsylvania, and died in the Lankenau Hospital, of Philadelphia, Pa. in the County of Philadelphia and State of Pennsylvania, as near as can be ascertained on the Twenty-second day of November A.D. 1933, at 6:20 o'clock A.M..

The said Testatrix was possessed of personal property of the estimated value of $400.00, and real estate (less encumbrances) of the assessed value of $2,000.,as near as can be ascertained, situated as follows:

412 East Lancaster Avenue, St. Davids, Pennsylvania

That Testatrix did not marry or have a child born or adopted since the execution of this will. Therefore, the said Henry Albert Nichols respectfully applies for probate of the last Will and Testament and for letters trstamentary thereon.

Girard Trust Company,named as Co-Executor in said Will, has renounced its right to act as such by separate instrument in writing filed herewith.

Date December 11, A. D., 1933.

S/ Henry Albert Nichols
Henry Albert Nichols

327 Valley Road , Merion, Pa.

MONTGOMERY COUNTY, SS:

HENRY ALBERT NICHOLS NAMED IN THE ABOVE APPLICATION, BEING DULY QUALIFIED ACCORDING TO LAW, DOES DEPOSE AND SAY THAT THE MATTERS AND THINGS SET FORTH IN THE FOREGOING Petition are true to the best of his knowledge and belief.

Sworn to and subscribed before me this Henry Albert Nichols
11th day of December,A.D. 1933. Henry Albert Nichols.
A.L. Saxton, Dep. Register.
(SEAL)

(Court Seal)

MONTGOMERY COUNTY, SS:

Before me, Frank W. Shalkop, Register for the Probate of Wills and granting Letters of Administration in and for the County of Montgomery, in the State of Pennsylvania, came personally Henry Albert Nichols Who being duly qualified according to law, says that as Executor of the estate of Mary L. Nichols late of the Township of Lower Merion deceased he will well and truly administer the goods and chattels, rights and credits, which were of said deceased, according to law, and diligently and faithfully regard and will and truly comply with the provisions of the law relating to direct and collateral inheritance. That the said Testator died on the 22nd day of November A.D. 1933, at 6:20 o'clock A.M.

Affirmed and subscribed before me this)
11th day of Dec. A D. 1933.) Henry Albert Nichols.
A.L. Saxton, Dep. Register

BE IT REMEMBERED, That on the 15th day of December A.D., One thousand nine hundred and thirty-three (1933) the foregoing Will of MARY L. NICHOLS, late of the Township of Lower Merion, deceased, was duly proved and approved and Letters Testamentary granted unto Henry Albert Nichols, one of the Executors in said Will named (the other Girard Trust Company having renounced) he first, being duly qualified, according to law.

Frank W. Shalkop, Register.

REGISTER'S OFFICE
MONTGOMERY COUNTY, PA.

(COURT SEAL) By Tenor of These Presents, I, FRANK H. SHALKOP, Register for the Probate of Wills and Granting Letters of Administration, in and for the County of Montgomery, in the Commonwealth of Pennsylvania.

DO MAKE KNOWN UNTO ALL MEN,

That on the Fifteenth day of December in the year of our Lord one thousand nine hundred and thirty-three (1933), at Norristown, before me, was proved and approved the last Will and Testament of Mary L. Nichols late of the Township of Lower Merion deceased (a true copy whereof is to these presents annexed), having whilst she lived at the time of her death, divers goods, chattels, rights and credits, within the said Commonwealth by reason whereof the approbation of the said last Will and Testament, and committing the administration of all and singular, the goods and chattels, rights and credits, which were of the said deceased, and also the auditing accounts, calculations and reckonings of the said administration, and a final dismission from the same, to me are manifestly known to belong; and that administration of all and singular the goods, chattels, rights and credits of the said deceased, any way concerning her last Will and Testament, was committed to Henry Albert Nichols Executor in the Testament named he having been duly qualified as the executor of the last Will and Testament of Mary L. Nichols, deceased, well and truly to administer the goods and chattels, rights and credits of the said deceased, according to law, and also diligently, and faithfully to regard and well and truly comply with the provisions of the law relating to inheritance tax.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at Norristown, the Fifteenth day of December, in the year of our Lord one thousand nine hundred and thirty-three (1933)

FRANK W. SHALKOP, Register.

STATE OF PENNSYLVAINA, COUNTY OF MONTGOMERY, SCT.

I do hereby certify that the foregoing is a True Copy of the original last Will and Testament of Mary L. Nichols deceased, as well as the probate thereof, as full and entire as the same remains on record in Will Book, No. 79 Page 260 in the Register's Office of Montgomery County, Pennsylvania.

Given under my hand and seal of office, this 23rd day of March, A. D. 1949.

(Court Seal) Mary H. Beerer, Register

STATE OF PENNSYLVANIA, COUNTY OF MONTGOMERY, SS.

I, J. BURNETT HOLLAND, President Judge of the Orphans' Court of the 38th Judicial District of Pennsylvania, composed of the County of Montgomery.

DO HEREBY CERTIFY, That the above named MARY H. BEERER By whom the annexed record, certificate and attestation was made and given, and who, in her own proper handwriting, has thereunto subscribed her name and affixed her official seal, was at the time of so doing, and now is, Register for the Probate of Wills, and granting Letters of Administration, in and for the County of Montgomery, in the State of Pennsylvania, duly commissioned and qualified, to all whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere, and that the said record, certificate and attestation are in due form of law and made by the proper officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, at Norristown, this Twenty-third day of March, A. D. ,1949.

J. Burnett Holland, (SEAL)
President Judge.

STATE OF PENNSYLVANIA, MONTGOMERY COUNTY, SS:

I, MARY H. BEERER, Register of Wills, and ex-officio Clerk of the Orphans' Court, in and for said County, DO HEREBY CERTIFY, that the Honorable J. BURNETT HOLLAND, by whom the foregoing certificate was given, and whose name is thereto subscribed in his own proper handwriting, was, at the date thereof, President Judge of said Court, duly commissioned, qualified and acting, and to all whose acts as such, full faith and credit are and ought to be given as well in Courts of Judicature as elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Norristown, this Twenty-third day of March, 1949.

Mary H. Beerer
Register of Wills and Ex-Officio Clerk of
Orphans' Court.

Filed May 6, 1949

COMPLAINANT'S EXHIBIT NO. 8. EXAMS. EXH. 8. JDS.

W I L L

I, H. ALBERT NICHOLS, residing and having my legal domicile at 327 Valley Road, Merion, Montgomery County, Pennsylvania, do make, publish and declare this as and for my last Will and Testament, hereby revoking and making void all other wills and codicils thereto by me at any time heretofore made.

FIRST: I nominate, constitute and appoint my wife, Bertha H. D. Nichols, Executrix of this my Will. If for any reason she fails to qualify as such, I then nominate, constitute and appoint Raymond K. Denworth, of Philadelphia, Pennsylvania, and Girard Trust Company, a Pennsylvania corporation, with an office and place of business in

Philadelphia, Pennsylvania, Executors of this my Will. I direct that my Executrix or Executors, as the case may be, shall not be required to furnish bond for any purpose.

SECOND: I request that my funeral service be simple and private and that my remains be disposed of by cremation.

THIRD: If I predecease my wife, Bertha H. D. Nichols, then all the rest, residue and remainder of my property, real, personal and mixed, whatsoever and wheresoever situate, held by me in my own name or to which I shall in any way be entitled at the time of my death, or over which I may have any power of appointment, I give, bequeath, devise and appoint unto my said wife, Bertha H. D. Nichols, absolutely and in fee.

FOURTH: In case my said wife, Bertha H. D. Nichols, predecease me, or if we both die at substantially the same time as the result of a common accident or calamity or otherwise, then I give and bequeath, absolutely, the following legacies:

Item 1. To Elizabeth C. Hentz, daughter of Robert A. and Elizabeth Jones Hentz, now residing at 556 South Forty-eighth Street, Philadelphia, Pennsylvania, the silver tea service marked "B.A.H." belonging to my wife, and all her flat silver marked "B.A.H.".

Item 2. To Anne Louise Hentz, daughter of said Robert A. and Elizabeth Jones Hentz, the gold finger ring set with three small diamonds, belonging to my wife.

Item 3. To Dorothy Hentz, daughter of said Robert A. and Elizabeth Jones Hentz, the toilet set marked "B.A.H.", belonging to my wife.

Item 4. To Sadie Thomas, wife of John E. Thomas, now residing at 1312 Vine Street Scranton, Pennsylvania, the gold finger ring set with two sapphires and one diamond, belonging to my wife.

Item 5. To Edward C. Hessenbruch, my wife's brother, the large solitaire diamond set in platinum, belonging to my wife.

Item 6. To Elizabeth Jones Hentz, wife of said Robert A. Hentz, the wide gold bracelet set with jade, belonging to my wife.

Item 7. To Elizabeth E. Hessenbruch, daughter of Theophilus E. amd Mary M. Hessenbruch, now residing at 128 Yale Avenue, Swarthmore, Pennsylvania, all the remainder of the jewelry, chinaware, books, pictures, house-hold furnishings and articles of personal use and wear of every kind, belonging to my wife.

Item 8. To Robert A. Hentz, Jr., son of said Robert A. and Elizabeth Jones Hentz, the sum of One hundred Dollars ($100.00).

Item 9. All the rest, residue and remainder of my property, real, personal and mixed (in case my said wife predecease me), I give, bequeath and devise and appoint to The Lankenau Hospital (a Pennsylvania corporation), of Philadelphia, for the endowment of free beds in memory of the following named persons:

Sophia and Charles Hessenbruch

Frank J. Duffy

Henry Albert and Bertha Nichols.

There shall be so endowed such number of beds as the then Board of Trustees of said Hospital in their sole discretion shall consider the sum so made available adequate to support. Each such bed shall be in memory of all of the five persons hereinbefore named.

If in the judgment of the Board of Trustees of said Hospital the amount received by that institution from my estate is more than sufficient adequately to endow such number of free beds so determined, then the excess over the sum so required, I give, bequeath, devise

and appoint unto The Lankenau Hospital for its general charitable purposes.

FIFTH: If there be any part of my estate undisposed of by the foregoing procisions of this my Will, then I give, bequeath and devise the same, absolutely and in fee, to such persons, for such estates and in such shares and proportions to whom and as the same would have done if I had died intestate at the time fixed for the distribution thereof, seized and possessed of the same, without issue, unmarried, owing no debts and domiciled in the Commonwealth of Pennsylvania.

SIXTH: I direct that all bequests, devises and interests of any kind provised for by this my Will shall vest and be paid free of all inheritance, estate, transfer, succession or other death duties or taxes and that all such duties and taxes shall be charged upon and shall be paid solely out of my residuary estate.

SEVENTH: I direct that all bequests of any kind provided for by this my Will shall be free from the control of legatees and each of them and of anyone beneficially interested therein, and shall not be in any manner subject nor liable to their or any of their anticipation, pledge, sale, debts, contracts, engagements and/or liabilities, and shall not be subject to assignment by them, nor liable to attachment or sequestration under any legal, equitable or other process. The income and/or principal to which each beneficiary is or may become entitled, shall be paid to such beneficiary in person, and to on one else. It is my intention to benefit the persons interested and not their creditors or assignees.

EIGHTH: I hereby confer upon my Executrix and my Executors, as the case may be, the following special powers and authorities in addition to and not in limitation of the general powers and authority vested in them by law, namely:

(1) To hold and retain as investments of my estate, the stocks, bonds, real estate and all other securities and property that may at the time of my decease comprise my estate, for such length of time as my Executrix or my Executors, as the case may deem expedient or advantagous so to do, without liability of any kind by reason of such holding or retention.

(2) To invest, reinvest and keep invested the capital or principal of my estate, in such stocks (of all classifications, including common), bonds, mortgages and securities as my Executrix or my Executors, as the case may be, may deem prudent, without restriction to so-called legal investments for trustees, and with power and authority to purchase investments and securitues as aforesaid at a premium and, to the extent lawful, to deduct such premium from income, also to purchase investments and securities at a discount and to credit such discount to principal.

(3) To make subscriptions for stock and bond privileges and allotments to such extent as my Executrix or my Executors, as the case may be, may deem proper, in companies in which my estate may from time to time have an interest, and to surrender or deposit shares of stocks and bonds from time to time belonging to my estate for the purpose of taking part in any foreclosure, merger or reotganization proceedings, and in their discretion to pay assessments in connection therewith.

(4) To sell and dispose of, either for the purpose of administration or distribution, or for any other purpose whatsoever, either all or any part of the investments, securities, real estate and property of which I may die seized and possessed or which may from time to time comprise the capital or principal of my estate, either at public

private sale, for such prices and on such terms as to my Executrix or my Executors, as the case may be, may seem fit and proper, and to make, execute, acknowledge and deliver to the purchasers thereof, good and sufficient deeds of conveyances therefor, and all assignments, transfers and other legal instruments either necessary or convenient for passing the title and ownership thereto, free and discharged of all trusts, without liability on the part of such purchasers to see to the application of the purchase money; and to make and unite in any agreements and deeds for the adjustment or squaring of the lines of real estate, or to partition the same.

(5) To determine, for the purpose of this my Will, whether cash dividends, extraordinary as well as current, stock dividends, proceeds of sales of rights to subscribe for stock issued with respect to any stock that may be at any time held by my Executrix or my Executors, as the case may be, and/or any other money or property coming into their possession, shall be treated as principal or income or apportioned between the two, and to charge or apportion expenses and losses to principal or income as my Executrix or my Executors, as the case may be, shall deem just and equitable, and to bind beneficiaries and distributees by such judgment.

(6) To borrow money, pledging as collateral security therefor any securities that may at any time constitute a part of my estate, for the purpose of paying estate, inheritance, succession, transfer or any other taxes that may from time to time become due and payable with respect to my estate, or any part thereof, or for any other purpose or purposes whatsoever that may be deemed necessary or expedient by my Executrix or my Executors, as the case may be; and also to continue any loan or loans that I may have at the time of my decease.

(7) To make distribution of my estate in kind, ~~that is to say, my estate in kind~~, that is to say, in real estate, stocks, bonds, mortgages or other securities belonging to my estate, according to the absolute discretion of my Executrix or my Executors, as the case may be, and at such valuations therefor, as they may in their sole judgment establish.

(8) In case any beneficiary of income or principal shall be a minor at the time fixed for any distribution, my Executrix or my Executors, as the case may be, may in their uncontrolled discretion, either (a) pay the amount directly to such minor, in which case the receipt of the minor shall be a full acquittance and discharge to said Executrix or Executors, as the case may be, (b) pay the same to the parent or guardian of such minor, in which case the receipt of such parent or guardian shall be a full acquittance and discharge to said Executrix or Executors, as the case may be, or (c) expend the whole or any part of such income or principal for the maintenance, education or support of such minor.

IN WITNESS WHEREOF, I, the said H. ALBERT NICHOLS, have to this my last Will and Testament, written on seven pages, on the margin of each preceeding page set my hand, and on this the last page my hand and seal, this 19th day of May in the year of our Lord, one thousand nine hundred thirty-six (1936)

SIGNED, SEALED, PUBLISHED and DECLARED by H. ALBERT NICHOLS, the Testator, as and for his last Will and Testament, in the presence of us, who, at his request, in his presence and in the presence of each other, all being present at the same time, have hereunto subscribed our names as WITNESSES:

WITNESSES:

Edwin A. Lucas

Albert M. Hoyt Jr.

Eric A. McCouch

H. Albert Nichols (SEAL)

H. Albert Nichols

1429 Walnut St., Phila. Pa.

" " " " "

1429 Walnit St. Phila. Pa.

MONTGOMERY COUNTY,SS:

PERSONALLY appeared before me Edwin A. Lucan, Albert M. Houpt Jr., and Eric A. McCouch the subscribing witnesses to the foregoing Will who, being duly qualified according to law, did depose and say that they were present, saw and heard the testator, H. Albert Nichols in said Will named, sign seal, publish and declare the same to be his last Will and Testament and at the same time of so doing he was of sound mind, memory and understanding, to the best of their knowledge and belief, and that they signed as witnesses to the same,at the request of said testator in his presence, and in the presence of each other.

Affirmed and subscribed before me this 6th day of October, 1944,

Raymond Hunsberger, Dep. Register

Edwin A. Lucan
Albert M. Houpt,Jr.,
Eric A. McCouch

TO MARY H. BEERER

Register of Wills for the County of Montgomery, in the Commonwealth of Pennsylvania;

In the matter of the probate of the last Will and Testament of H.Albert Nichols, Deceased,

P E T I T I O N

The Petition of Bertha H. D. Nichols respectfully showeth that she is the Executrix named in the Last Will and Testament of H. Albert Nichols dated the 19th day of May A.D., 1936. That said H. Albert Nichols a citizen of the United States was a resident of the County of Montgomery and State of Pennsylvania, and died in Merion of __in the County of Montgomery, and State of Pennsylvania, as near as can be ascertained, on Saturday the Sixteenth day of September A.D. 1944, at 5:00 o'clock P.M.

The said Testator was possessed of personal property of the estimated value of $1,000.00 and real estate (less encumbrances) of the estimated value of None as near as can be ascertained, situated as follows: None

That Testator did not marry or have a child born or adopted since the execution of the will. Therefore, the said Bertha H. D. Nichols respectfully applies for probate of the last Will and Testament and for letters testamentary thereon.

Date Oct. 6 A.D., 1944.

Bertha H. D. Nichols
Bertha H. D. Nichols,
327 Valley Rd., Merion, Pa.

MONTGOMERY COUNTY,SS:

Bertha H. D. Nichols named in the above application, being duly qualified according to law, do depose and say that the matters and things set forth in the foregoing Petition are true to the best of her knowledge and belief.

Sworn and subscribed before me this 6th day of October,A.D., 1944.

Raymond Hunsberger,
Dep. Register

Bertha H. D. Nichols
Bertha H. D. Nichols

MONTGOMERY COUNTY, SS:

(County Seal) Before me, MARY H. BEERER, Register for the Probate of Wills and granting Letters of Administration in and for the County of Montgomery, in the State of Pennsylvania, came personally Bertha H. D. Nichols Who being duly qualified according to law, says that as Executrix of the estate of H. Albert Nichols late of the

Township of Lower Merion deceased she will well and truly administer the goods and chattels, rights and credits, which were of said deceased, according to law, and diligently and faithfully regard and well and truly comply with the provisions of the law relating to direct and collateral inheritance. That the said Testator died on the 16th day of September A. D. 1944, at 5:00 o'clock P.M. Bertha H. D. Nichols

Sworn and subscribed before me this 6th day of October, A.D. 1944.

Raymond Hunberger, Dep. Register

BE IT REMEMBERED, That on the 6th day of October, A.D., One thousand nine hundred and forty-four (1944) the foregoing Will of H. ALBERT NICHOLS, late of the Township of Lower Merion, deceased, was duly proved and approved and Letters Testamentary granted unto Bertha H. D. Nichols, Executrix in said Will named, she first being duly qualified according to law.

Mary H. Beerer, Register.

REGISTER'S OFFICE
MONTGOMERY COUNTY, PA.

(Court Seal) By Tenor of These Presents.

I, MARY H. BEERER, Register for the Probate of Wills and Granting Letters of Administration, in and for the County of Montgomery, in the Commonwealth of Pennsylvania.

DO MAKE KNOWN UNTO ALL MEN,

That on the Sixth day of October in the year of our Lord one thousand nine hundred and forty-four (1944) at Norristown, before me was proved and approved the last Will and Testament of H. Albert Nichols late of the Township of Lower Merion deceased, (a true copy whereof is to these presents annexed) having whilst he lived at the time of his death, divers goods chattels, rights and credits, within the said Commonwealth by reason whereof the approbation of the said last Will and Testament, and committing the administration of all and singular, the goods and chattels, rights and credits, which were of the said deceased, and also auditing accounts, calculations and reckonings of the said administration, and a final dismission from the same, to me are manifestly known to belong; and that administration of all and singular the goods, chattels, rights and credits of the said deceased, any way concerning his last Will and Testament, was committed to Bertha H. D. Nichols Executrix in the Testament named she having been duly qualified as the executrix of the last Will and Testament of H. Albert Nichols, deceased, well and truly to administer the goods and chattels, rights and credits of the said deceased, according to law, and also diligently, and faithfully to regard and well and truly comply with the provisions of the law relating to inheritance tax.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said office at Norristown, the Sixth day of October in the year of our Lord one thousand nine hundred and forty-four (1944).

MARY H. BEERER, Register.

STATE OF PENNSYLVANIA, COUNTY OF MONTGOMERY, SCT.

I do hereby certify that the foregoing is a True Copy of the original last Will and Testament of H. ALBERT NICHOLS deceased, as well as the probate thereof, as fulland entire as the same remains on record in Will Book, No. 102 Page 417 in the Register 's Office of

Montgomery County, Pennsylvania.

Given under my hand and seal of office, this 23rd day of March, A, D. 1949.

(Court Seal) Mary H. Beerer, Register.

STATE OF PENNSYLVANIA, COUNTY OF MONTGOMERY, SS:

I, J. BURNETT HOLLAND, President Judge of the Orphans' Court of the 38th Judicial District of Pennsylvania, composed of the County of Montgomery.

DO HEREBY CERTIFY, That the above named MARY H. BEERER by whom the annexed record, certificate and attestation was made and given, and who, in her own proper handwriting, has thereunto subscribed her name and affixed her official seal, was at the time of so doing, and now is, Register for the Probate of Wills and granting Letters of Administration, in and for the County of Montgomery, in the State of Pennsylvania, duly commissioned and qualified, to all whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere, and that the said record, certificate and attestation are in due form of law and made by the proper officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal, at Norristown, this Twenty-third day of March, A D. 1949

J. Burnett Holland,

President Judge (SEAL)

STATE OF PENNSYLVANIA, MONTGOMERY COUNTY, ss:

I, MARY H. BEERER, Register of Wills, and ex-officio Clerk of the Orphans Court, in and for said County. DO HEREBY CERTIFY, that the Honorable J. BURNETT HOLLAND, by whom the foregoing certificate was given, and whose name is thereto subscribed in his own proper handwriting, was, at the date thereof, PRESIDENT JUDGE of said Court, duly commissioned, qualified and acting, and to all whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at Norristown, this Twenty-third day of March, 1949.

MARY H. BEERER

(Court Seal) Register of Wills and Ex-Officio Clerk of Orphans' Court.

Filed May 6, 1949

COMPLAINANT'S EXHIBIT NO. 9 EXAMS. EXH. 9. JDS.

LAST WILL AND TESTAMENT OF JAMES ASHTON NICHOLS.

I, JAMES ASHTON NICHOLS, of Prince George's County, State of Maryland, do hereby make, publish and declare this instrument as and for my last will and testament, hereby expressly revoking any and all former wills by me at any time made and published.

FIRST. I direct my executors hereinafter named to pay all my just debts.

I further direct that my funeral expenses shall be paid out of my estate notwithstanding the amount thereof may exceed the statutory limitation.

SECOND: I give and bequeath my automobile unto my wife, MARTHA C. NICHOLS.

THIRD: All the rest, residue and remainder of my estate, of every kind and description, real and personal wheresoever and howsoever situated, now possessed or that may hereafter be acquired by me, I give, devise and bequeath, absolutely and in fee simple, in the proportions of one-fourth (1/4) each unto my wife, MARTHA C. NICHOLS; my daughter, ALICE E. NICHOLS; and my sons, JAMES T. NICHOLS and KENNETH L. NICHOLS.

LASTLY, I hereby nominate, constitute and appoint my said wife, MARTHA C. NICHOLS, and my said son, JAMES T. NICHOLS, as the executors of this my last will and testament, and I hereby request that my said executors be not required to give bond for the faithful performance of their duties as such executors, and I hereby expressly authorize and empower my said executors to sell and dispose of my estate, real and personal, or any part thereof, without any obligation on the part of the purchaser to see to the application of the purchase money, for the purpose of discharging any debts or claims against my estate or for the distribution thereof.

WITNESS my hand and seal this 17 day of August, A.D., 1937.

J.H.C.
G.A.D. JAMES ASHTON NICHOLS (SEAL)
J.H.D.

Then and there signed, sealed, published and declared by the said testator, JAMES ASHTON NICHOLS, as and for his last will and testament, in the presence of us, who, at his request, in his presence and in the presence of one another, have hereunto subscribed our names as attesting witnesses, he having first signed and we initialed the foregoing page hereof for identification.

ADDRESS: John H. Crone
3943 -32nd St. Mt.Rainier, Md.

ADDRESS: Garnette A. Dungan
32nd. _ Rainier Ave., Mt. Rainier, Md.

ADDRESS: James H. Dungan
32 and Rainier Ave., Mt. Rainier, Md.

STATE OF MARYLAND, County of Prince George's)

I, J. H. Dungan a Notary Public of the State and County aforesaid personally appeared James Ashton Nichols and acknowledged the above will to be his act and deed and John H.Crone, and Garnette A. Dungan witnesses the signature of this 17 day of August 1937.

(SEAL) James H. Dungan, Notary Public

STATE OF MARYLAND --PRINCE GEORGE'S COUNTY, to wit:

On the 27th day of September, 1938, came George A. Maddox of 1118 Woodward Building, Washington, D. C., and made oath in due form of law, he does not know any Will or Codicil of James Ashton Nichols, late of Prince George's County, Maryland, deceased, other than the above instrument of writing and that he received the same from Mrs. Martha C. Nichols on or about the 23 day of September, 1938.

And the Testator died on or about the 9th day of September, 1938.

Sworn to in open Court:

George A. Maddox. Test:

William T. Davis,
Register of Wills for Prince George's County.

STATE OF MARYLAND---PRINCE GEORGE'S COUNTY, SS:

On the 27th day of September, 1938, came John H. Crone, Garnette A. Dungan and James H. Dungan subscribing witnesses to the aforegoing last Will and Testament of James Ashton Nichols, late of Prince George's County, Maryland, deceased, and made oath in due form of law that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament; that at the time of his so doing he was to the best of their apprehension, of sound and disposing mind, memory and understanding. and that they together subscribed their names as witnesses to this Will in his presence at his request, in the presence of each other,

Sworn to in open Court:

John H. Crone (Seal)
Garnette A. Dungan (Seal)
James H. Dungan (Seal)

Test: William T. Davis
Register of Wills for Prince George's County.

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY:

I, GRIFFITH S. OURSLER, Register of Wills of Prince George's County, do hereby certify that the aforegoing is a true copy of the Last Will and Testament of James Ashton Nichols, late of Prince George's County, Maryland, deceased, as the same appears to be recorded in Liber W. T. D. No.5, folio 340, one of the Will Record Books in the Orphans' Court of Prince George's County, Maryland.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Orphans' Court of said County this 11th day of April in the year of our Lord nineteen hundred and forty-nine.

Attest: G. S. OURSLER,

Register of Wills for Prince George's County, Md.

Filed May 6", 1949

COMPLAIAINT'S EXHIBIT NO. 10 Exam. Exh. mo. JDS

I, George E. Elliott, of the City of Washington District of Columbia, being of sound and disposing mind and memory, do hereby make and declare this as and for my last will and testament, hereby revoking all other wills by me heretofore made.

I devise and bequeath to my beloved wife, GRACE KINGWELL ELLIOTT, in fee simple, all my property, real, personal and mixed, of which I may die seized or possessed, excepting only the proceeds of the insurance policies referred to hereinafter and placed in trust.

I hereby nominate and appoint my said wife and the National Metropolitan Bank of Washington, D. C., executors of my estate, and it is my wish that my said executors be permitted to serve without bond. Further, I nominate the said National Metropolitan Bank to also act as trustee under the succeeding paragraphs hereof, if the trust therein provided for comes into being.

In the event my wife predeceases me or should we both perish in a common disacter, and my sons, George E. Elliott, Jr., and Robert Kingwill Elliott, have both reached the age of twenty-eight years, I devise and bequeath my estate, of every character and kind and wheresoever situated (excepting, however, the proceeds of such of my insurance policies as are now or at the time of my decease specifically included in Declarations of Trust with insurance companies or other institutions) to my two sons and daughter, George E. Elliott,Jr., Robert Kingwill Elliott and Eleanor Wingate Elliott, share and share alike. If my said son, George E. Elliott, Jr., has not attained this age, I devise and bequeath all of such property to the said National Metropolitan Bank of Washington, D. C. in trust, nevertheless, for the following uses and purposes, to-wit, the income of said trust fund to accumulate for their respective benefits, unless necessary in the judgment of said trustee to be used to supplement the income from insurance trust funds, created by separate Declarations of Trust, in effect at the time of my decease, wherever necessary for the education and maintenance of my said children in the best manner possible consistent with the size of my estate and without unduly impairing the same, giving said trustee, however, power to use from time to time for such purposes such part of the principal of my estate (as may fall within the terms of the trusts created by this will) as may be necessary and proper in its discretion, and full and complete authority to invest and reinvest the moneys belonging to my estate from

time to time as may seem to be advisable; said trust to terminate as to my daughter and my son, George E. Elliott, Jr., when the latter becomes twenty-eight years of age, viz: September 8, 1947, upon which date two-thirds of the corpus of my estate shall be equally distributed between my two said children. This trust shall terminate as to my son, Robert Kingwill Elliott, when he attains the age of Twentyeight years, viz., September 9, 1955, at which time the remaining corpus of my estate shall be distributed to him. If my said son, George E. Elliott, Jr., has attained the age of twenty-eight years, but my son, Robert Kingwill Elliott, has no attained such age, then nevertheless the trust provided for in this paragraph shall be operative as to the one-third interest of my son, Robert Kingwill Elliott, the income of such trust fund to be used in the manner hereinbefore provided for with the same authority in the trustee for the use of the principal where necessary in the education and maintenance of said Robert Kingwill Elliott, and with the same authority concerning investments and reinvestments of said moneys and the like, this trust to terminate when my said son reaches the age of twenty-eight years, at which time the corpus of said fund shall be distributed to him. Despite the provisions of this paragraph, however, I direct that unless absolutely necessary for the education and maintenance of my children, premises 3212 Macomb Street, N.W., be not disposed of but maintained as a home for said children or such of them as require the use of same, in the event such child or children can maintain this property. In the event my daughter should be married and both my sons unmarried, and she be willing to make a home in said house for her two brothers or such of them as desire to live there, I desire that she be permitted to use such premises for this purpose. Should she marry and reside elsewhere and my oldest son be married, it is my desire that he be permitted to occupy said house if he desires, in which event he is to make a home for my son Robert until the latter shall desire to establish a separate home. In the event either of these arrangements is made, upon the marriage of the last of such children, the home shall be sold and the proceeds divided in accordance with the terms hereof, but it is my wish that is any one or more of the children desire to retain said house as their permanent home, and can come to a satisfactory arrangement thereon with the other surviving children, such child or children shall be permitted so to do upon the basis of a satisfactory settlement with the others for their interest in such house at the time of settlement. The intent and purpose of this provision is that the house be not sacrificed merely to realize cash but be retained and employed in the manner aforesaid so long as my children desire, or until the trustee and all of said children, or their guardian or guardians hereinafter referred to, if they be still acting, agree it has become economically desirable to dispose of same.

SHOULD my daughter or either or both of my sons die unmarried before the date or dates fixed for distribution, then the whole of the estate shall be paid over to the survivor or survivors at the time or times when they or either of them would otherwise take their respective shares. Should, however, either of my sons or my daughter, or all of them, die before the date or dates for distribution of the corpus of such trust fund, leaving a child or children, then the one-third interest which would otherwise pass to such deceased child shall be kept intact in the trust for the education and maintenance of his or her child or children until such child or the eldest of such children shall reach the age of twenty-one years, it being my wish that each of said children of a deceased child shall receive

his or her proportionate share upon reaching the age of twenty-one years.

Should my wife and all of my children die prior to my death, without leaving issue, I give, bequeath and devise all my property of every kind and description, wheresoever situated, to my brother, William G. Elliott, and two sisters, Edith Elliott Conger, and Thelma Elliott Richardson, and my sister-in-law, Mrs. A. A. Sherby, 6431 Monroe Avenue, Hammond, Indiana, in equal proportions, one-fourth to each. Should any of these four said beneficiaries be deceased at the time of my death, I direct that their shares be equally distributed among their then surviving children, if any, or if not, to the survivors, or their surviving issue, per stirpes and not per capita.

Should my wife and I perish in a common disaster, or should she predecease me, and I die before my youngest son, Robert, reaches the age of twenty-five years, it is my wish, and it is that of my said wife, that our children be placed in the care of Mrs. Daisy Mackall Evans, and her daughter, Heath Evans, both of Washington, D. C., jointly, or the survivor thereof, who shall be appointed guardian or guardians, if she or they consent to serve, without bond, and who shall oversee the education of such children in the same type of schools as they now attend, so far as my estate will permit, and otherwise supervise their rearing, with the right to receive for such purposes any and all funds which may be paid on account of said children under the insurance trust fund and/or the trust provided for, until my son, George, reaches the age of twenty-five years, after which the shares of such income accruing to my said son George and my daughter Eleanor shall be paid direct to them; and one third of such income shall continue to be paid to such guardian or guardians for the support and education of my son Robert until he reaches the age of twenty-five years, after which the income shall be paid direct to him, and such guardianship shall entirely cease .

George E. Elliott (SEAL)

Signed, sealed, published and declared by GEORGE E. ELLIOTT, the above-named testator, as and for his last will and testament, in our presence, who, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses this 11th day of January, 1936.

Address:		
1007 Taylor St., N. E.	Robert R. Faulkner	(SEAL)
5507 Worthington Drive Westover, Friendship, Md.	ELVA R. WALLS	(SEAL)
	MAY SCHOEMAKER	(SEAL)
5310 Belt Road, N.W.		

Filed June 19, 1941 Theodore Cogswell, Registrar of Wills, D.C.

Clerk of Probate Court.

C O D I C I L

I, George E. Elliott, of the City of Washington, D. C. do hereby make this, the following codicil to my last will and testament dated January 11, 1936, the said will being in all other respects reaffirmed and continued in force.

My wife, Grace Kingwill Elliott, having departed this life on the 11th day of March, 1941, it is my wish to modify the trust in the National Metropolitan Bank, created by the fourth and succeeding paragraphs of my will, to the end that all personal effects, including household furniture, pictures, clothing, jewelry, and the like, belonging to me at the time of my death, either personally or representing property of my late wife, shall pass directly to my three children, George E. Elliott, Jr., Robert Kingwill Elliott, and Eleanor Elliott Main, free from the terms of said trust, Of said

property I hereby give specifically to said children the following set under their respective names:

GEORGE E. ELLIOTT, JR.,

Jewelry in envelope marked for him

My Father's watch (formerly Grandfather's) in office safe

Front room bed set- dresser, chifferobe, chifferet and vanity table

Large couch in breakfast room

Old Elliott family clock in living room

Encyclopedia Brittanica, 11th Edition

Furniture in his bedroom

Desk in library

Dumas Works

Smithsonian Series

Etchings and Prints in Living Room (4)

Picture of George E. Elliott, William G. Elliott and Edith Elliott Conger as children

My Mother's wedding ring (WGE to MLN) in office safe

"Stags" by Carteret (bronze piece in lower hall)

Moving picture camera, projector, screen and films.

ROBERT KINGWILL ELLIOTT

Jewelry in envelope marked for him

My white gold watch

Dining room set

Law library and office equipment. (See instructions below)

Bedroom couch, formerly Mohuns.

Encyclopedia Brittania, 14th Edition

White bed set.

Jules Verne and Sherlock Holmes

Mark Twain and all histories

Couch in Library

His Mother's wedding ring in office safe (GEE to GAK)

Marlin rifle and shot gun.

Eleanor Elliott Main

Mother's secretary and cabinet of same period in living room and dropleaf table in lower hall

Book of Knowledge, for transfer to boys later; also My Book House and Compton's Encyclopedia

Mirrors in upstairs front bedroom

GEE's Mother's teapot

Silver fish serving set

Her Mother's engagement ring (in office safe)

As to the remaining personal effects, it is my wish that said children shall decide amongst themselves which of such property shall be taken by each, and I enjoin upon them a fair division to the end that each shall receive an equitable share, and if any of the said children should predecease me the survivors shall agree amongst themselves on the disposition of the items marked specifically for such deceased child. In any case the receipt of the children, or any of them, for such specific items shall constitute a complete

acquisition of the executor.

In addition to the property indicated under Eleanor's name above, the following is her own property at this time either because of purchase by or for her or by specific gift in March, 1941;

Crystal lamps in front bedroom on the vanity chests of drawers

Bed in Bobby's room-mattress from front room double bed, or she to get one at my expense.

Bed in Eleanor's old room-low bed.

Bureau in Bobby'd room and mirror to match

Ladder-backed chair in downstairs hall

Old-fashionned clock in front bedroom

Clothes in third floor storeroom duly marked in Eleanor's name

Her Mother'd English topcoat and her own jacket in cedar closet, third floor.

The directions as to the use of the house by one or more of the children, if they so desire, or the ultimate acquisition of the home by any one child as his separate property, under proper arrangement or by agreement with the remaining children, are reaffirmed; but the children may individually or collectively waive or abandon their right to the use of the home or its acquisition by any one of them, in favor of the right of the trustee to sell the same if economically desirable. As to any child under the age of 21 years, the other two or the survivor thereof having waived or abandoned right of occupancy or acquisition, the trustee shall have the right of decision as to sale.

Relative to the instructions in the final paragraph of my will of January 11, 1936, to the effect that the children shall be placed in the care of Mrs. Daisy Mackall Evans of Washington, D.C., and her daughter, Heath Evans (now Mrs. Raoul Pantaleoni of Wilmington, Delaware) in certain contingencies, such provisions are reaffirmed and continued in force, except that if Robert should elect to live with his sister Eleanor and she agree thereto, George not having already established a home, then Eleanor shall be the guardian of Robert to oversee his edication and maintenance until he reaches the age of 25 years, or until such time when George, Jr., establishes his own home and it is agreed between Robert, Eleanor and George that he shall live with George, in which event George shall be constituted his guardian in lieu of Eleanor for the purposes aforesaid until Robert reaches the age of 25 years, when the income shall be paid direct to him and the guardianship entirely cease. And I hereby suggest particularly in connection with the education and maintenance of Robert that the aforesaid guardian consult with Oliver E. Pagan of Washington, D.C., who is also conversant with my plans regarding the education and future of Robert.

There is also excepted from the insurance trust with the National Metropolitan Bank cemetery lot in Rock Creek Cemetery, Washington, D. C. recently acquired by me as a family burial ground, title to which I hereby devise to my elder son, George E. Elliott Jr., or should he predecease me, to my son Robert K. Elliott, with instructions to use the same for the purpose indicated. And it is my wish that my said executors expend, not to exceed the sum of $1,000.00, from the general assets of my estate for the erection of a suitable tombstone for my deceased wife, Grace Kingwill Elliott, and me unless I erect same in my lifetime.

With reference again to law library and office equipment marked above for Robert Kingwill Elliott, it is my wish that if I should pass away before he is admitted to the Bar and ready for practice my executors endeavor to work out a suitable arrangement with the other attorneys in practice with me, including especially Oliver E. Pagan, and/or Richard E. Shands and Robert R. Faulkner, if all or any of them are in practice at the time, whereby the practice will be continued under the firm name of Mohun and Elliott, or some other firm designation showing the continuity of the practice from Barry Mohun and me, in which event said attorneys are to be permitted to use the office equipment and library without charge, but upon condition that they maintain the library current by the purchase of volumes of reports as ready and thereafter take into practice with said firm said Oliver E. Pagan when ready to return to the practice of the law from any service with the United States on which he may enter, and also take into practice said Robert Kingwill Elliott when he has completed his course of study and become a member of the Bar; title to the library and additions thereto, and office equipment to be in said Robert Kingwill Elliott unless suitable arrangement is made by my executors and/or trustees whereby a partial interest should be disposed of to Oliver E. Pagan or one or more of the other attorneys aforesaid. In the event no such arrangement for the continuation of the practice as indicated above can be agreed upon, then the library and office equipment are to be disposed of and the proceeds held as a fund for the use of Robert Kingwill Elliott in equiping an office for the practice of law when ready, or in such other manner as seems mutually appropriate to my executors and/or trustees and said Robert Kingwill Elliott when beginning his career, unless in the discretion of the executors and considering all the circumstances at the time it seems proper to store the equipment and library or make some other arrangement regarding them until Robert is ready to use same.

Finally, I direct my executors to pay over to Margie Carter in recognition of her long and loyal service to our family the sum of $300.00 in cash, the same to be paid from cash in their possession before the trust herein created is put into effect.

Geo. E. Elliott (Seal)

Signed, sealed, published and declared by George E. Elliott, the above-named testator, as and for a codicil to his last will and testament, in our presence, who, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses, this 18th day of April, 1941.

Address 1673 Park Road N.W.	Dorothea Buckley
Address 5310 Belt Rd, N.W.	May Shoemaker
Address 3900 -14th St. N. W.	Robert P. McKinley

Filed Jun. 24, 1941

THEODORE COGSWELL, Register of Wills, D. C. Clerk of Probate Court.

SECOND CODICIL

And for a further codicil to my aforesaid Will, I George E. Elliott, order and direct that upon my decease my executors shall establish a drawing account for those of my aforesaid three children who may then be under twenty-five years of age, to be created from the capital assets of the trust, on the basis of $500.00 for each full calendar year of twelve months or any fraction thereof over sixty days, intervening before George, Jr., is twenty-five years in the case of George and Eleanor, and not in excess of $3,000.00 in the case of Robert regardless of his age (but still on the basis of $500.00 per year if over nineteen years of

age), to the end that such money shall be available unrestrictedly from such capital upon application of such children, but I enjoin upon said children a wise use of such funds to take care of unexpected, unforeseen or extraordinary expenses and thus to supplement the income payments in their proper maintenance and education in the period before other lump sum payments are provided for the insurance trusts, beginning at age of twenty-five.

Geo. E. Elliott (SEAL)

Signed, sealed, published and declared by George E. Elliott, the above-named testator, as and for a second codicil to his last will and testament, in our presence, who, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses this 23rd day of April, 1941

Address 5310 Belt Road, N.W. May Schoemaker

Address 1673 Park Road S.W. Dorothea Buckley

Address Shoreham Bldg. Richard E. Shands

Filed 24, Jun. 1941

THEODORE COGSWELL, Register of Wills, D.C. Clerk of Probate Court.

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

Holding Probate Court.

DISTRICT OF COLUMBIA, to wit:

On this 19th day of June, A. D. 1941, personally appeared Joseph N. Weis who on oath says that he does not know of any will or codicil of Geo. (George) E. Elliott, late of said District, deceased, other than the instrument of writing hereunto annexed dated January 11, 1936; that he removed the same from a safety deposit box standing in the name of the decedent at the Riggs National Bank and that said Geo (George) E. Elliott died on or about the 16th day of June, 1941.

Joseph N. Weis,

Address: Register of Wills Office

Sworn to and subscribed before me on the day aforesaid,

Victor S. Merset

Deputy Register of Wills for the District of Columbia Clerk of the Probate Court.

Filed Jun 19, 1941

THEODORE COGSWELL

Register of Wills D.C. Clerk of Probate Court.

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

Holding Probate Court

District of Columbia, to wit:

On this 24th day of June, A.D. 1941, personally appeared Thos. H. Reynolds who on oath says that he does not know of any will or codicil of Geo.E. Elliott late of said District, deceased, other than the instruments of writing hereunto annexed dated April 18, 1941 and April 23rd, 1941, purporting to be codicils to the will dated January 11th, 1936 which was filed on June 19th, 1941; that he received the same from Richard E. Shands, Attorney, and that said Geo. E. Elliott died on or about the 16th day of June, 1941.

Thos. H. Reynolds,

address: 613-15th St. N.W.

Sworn to and subscribed before me on the day aforesaid.

Victor S. Merset

Deputy Register of Wills for the District of Columbia, Clerk of the Probate Court.

Filed Jun. 24, 1941

THEODORE COGSWELL

Register of Wills D.C. Clerk of Probate Court.

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

Holding PROBATE COURT

DISTRICT OF COLUMBIA, to wit:

On this 25th day of June, A.D., 1941 personally appeared May Shoemaker, who on oath says; that she is one of the subscribing witnesses to the foregoing paper-writing, dated the 11th day of January, A.D., 1936, purporting to be the last will and testament of Geo. E. Elliott, deceased, late of the District of Columbia, that the Testator therein named signed said will in her presence; that said Testator published, pronounced and declared the same to be his last will and testament, that at the time of so doing said Testator was, to the best of affiant's apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiant's name as witness to the aforesaid will was signed in the presence and at the request of Testator and in the presence of Elva R. Walls and Robert R. Faulkner, the other subscribing witnesses, who also signed in the presence of the affaint, and in the presence and at the request of the Testator.

May Shoemaker

Address: 5310 Belt Road, N. W.

Sworn to and subscribed before me on the day aforesaid.

Theodore Cogswell
Register of Wills for the District of Columbia, Clerk of the Probate Court.

Filed June 24, 1941

THEODORE COGSWELL,
Register of Wills D.C. Clerk of Probate Court.

(ooo See Folio 411) for Codicil witnessed by May Shoemaker)

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

Holding Probate Court

DISTRICT OF COLUMBIA, to wit:

On this 25th day of June, A.D. 1941, personally appeared May Shoemaker and Robert P. McKinley, who on oath say that they are two of the subscribing witnesses to the foregoing paper-writing dated the 18th day of April, A.D., 1941, purporting to be a codicil to the last will and testament of Geo. E. Elliott, deceased, late of the District of Columbia, that the Testator therein named signed said codicil in their presence; that said Testator published, pronounced and declared the same to be a codicil to his last will and testament; that at the time of so doing said Testator was, to the best of affiants' apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiants' names as witnesses to the aforesaid codicil were signed in the presence and at the request of Testator and in the presence of Dorothy Buckley the other subscribing witness, who also signed in the presence of the affiants, and in the presence and at the request of the Testator.

May Shoemaker

Address: 5310 Belt Road, N.W.

Robert P. McKinley

Address: 3900 -14th St. N.W.

Sworn to and subscribed before me on the day aforesaid.

Victor S. Merset

Deputy Register of Wills for the District of Columbia, Clerk of the Probate Court.

Filed Jun. 16, 1941

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

Holding Probate Court

DISTRICT OF COLUMBIA, to wit:

On this 26th day of June, A.D. 1941 personally appeared Robert R. Faulkner, who on oath says that he is one of the subscribing witnesses to the foregoing paper-writing dated the 11th day of January, A.D., 1936, purporting to be the last will and testament of Geo. E. Elliott, deceased, late of the District of Columbia, that the Testator therein named signed said Will in his presence; that said Testator published, pronounced and declared the same to be his last will and testament; that at the time of so doing said Testator was, to the best of affiant's apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiant's name as witness to the aforesaid Will was signed in the presence and at the request of Testator and in the presence of Elva R. Walls and May Shoemaker the other subscribing witnesses, who also signed in the presence of the affiant, and in the presence and at the request of the Testator.

Robert R. Faulkner

Address: 940 Shorham Bldg.,

Sworn to and subscribed before me on the day aforesaid.

Victor S. Merset

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 26th day of June, A.D., 1941, personally appeared Dorothea Buckley, who on oath says that she is one of the subscribing witnesses to the foregoing paper-writing dated the 18th day of April, A.D., 1941, purporting to be a codicil to the last will and testament of Geo. E. Elliott, deceased, late of the District of Columbia, that the Testator therein named signed said codicil in her presence; that said Testator published, pronounced and declared the same to be a codicil to his last will and testament; that at the time of so doing said Testator was, to the best of affiant's apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiant's name as witness to the aforesaid codicil was signed in the presence and at the request of Testator and in the presence of May Shoemaker and Robert P. McKinley, the other subscribing witnesses, who also signed in the presence of the affiant, and in the presence and at the request of the Testator.

Dorothea Buckley

Address: 1673 Park Road, N.W.

Sworn to and subscribed before me on the day aforesaid.

Victor S. Merset

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 26th day of June, A.D., 1941, personally appeared Dorothy Buckley and Richard E. Shands, who on oath say that they are two of the subscribing witnesses to the foregoing paper-writing dated the 23rd day of April, A.D., 1941, purporting to be a second codicil to the last will and testament of Geo. E. Elliott, deceased, late of the District of Columbia, that the Testator therein named signed said codicil in their presence; that said Testator published, pronounced and declared the same to be a 2nd., codicil to his last will and testament; that at the time of so doing said Testator was, to the best of affiants' apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiants' names as witnesses to the aforesaid codicil were signed in the presence and at the request of Testator and in the presence of May Shoemaker the other subscribing witness, who also signed in the presence of the affiants, and in the presence and at the request of the Testator.

DorotheaBuckley

Address: 1673 Park Road, N.W.

Richard E. Shands

Address: Shoreham Bldg.,

Sworn to and subscribed before me on the day aforesaid.

Victor S. Merset

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 1st day of July, A.D., 1941, personally appeared Elva R. Walls, who on oath says that she is one of the subscribing witnesses to the foregoing paper-writing dated the 11th day of January, A.D., 1936, purporting to be the last will and testament of Geo. E. Elliott, deceased, late of the District of Columbia, that the Testator therein named signed said will IN HER PRESENCE, THAT SAID Testator published, pronounced and declared the same to be his last will and testament, that at the time of so doing said Testator was, to the best of affiant's apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiant's name as witness to the aforesaid will was signed in the presence and at the request of Testator and in the presence of Robert K. Faulkner and May Shoemaker the other subscribing witnesses, who also signed in the presence of the affiant, and in the presence and at the request of the Testator.

Elva R. Walls

Address: 5507 Worthington Drive, Westover, Md.

Sworn to and subscribed before me on the day aforesaid.

Mecon J. Merzer

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.

Holding a Probate Court.

RE ESTATE OF George E. Elliott, Deceased.	))	ADMINISTRATION No. 58,690

ORDER FOR PROBATE OF WILL AND CODICILS AND FOR LETTERS TESTAMENTARY.

Upon consideration of the petition of The National Metropolitan Bank of Washington for probate and for letters testamentary, filed herein on July 1, 1941, and it appearing to the satisfaction of the court that the last will and testament of George E. Elliott, deceased, bearing date the 11th day of January, 1936, and two codicils thereto bearing date the 18th day of April, 1941, and the 23rd day of April, 1941, have been duly proven, and that the sole adult heir at law has filed his consent herein, and that the answer of the guardian ad litem appointed herein for Eleanor W. Elliott Main and Robert K. Elliott, infant heirs at law, has been filed, and that affidavit of compliance with Probate Rule 19, Par. 3, has been filed herein, and no objections having been filed, it is by the court this 11th day of July, 1941,

ADJUDGED AND ORDERED That the said last will and testament and codicils thereto be, and they are hereby, admitted to probate and record as a will of real and personal property of George E. Elliott, deceased, and that letters testamentary are granted and shall issue to The National Metropolitan Bank of Washington, the surviving executor named in said will.

A. Dickinson Lett

JUSTICE.

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

Hopding Probate Court

DISTRICT OF COLUMBIA, To Wit:

THE UNITED STATES OF AMERICA.

To all persons to whom these presents shall come, GREETING:

KNOW YE, THAT THE LAST WILL AND TESTAMENT and CODICILS of GEORGE E. ELLIOTT late of the District of Columbia, deceased, hath in due form of law 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 THE NATIONAL METROPOLITAN BANK OF WASHINGTON, the EXECUTOR by the said Will appointed.

WITNESS the Honorable Alfred A. Wheat, Chief Justice of said Court, this 11" day of July, A. D. 1941.

Attest: Theodore Cogswell

(Court Seal)

Register of Wills for the District of Columbia, Clerk of the Probate Court.

Case No. 58690

Filed Jul 11, 1941

Theodore Cogswell,

Register of Wills, D. C. Clerk of Probate Court.

UNITED STATES DISTRICT COURT 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~~ 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 and codicils of George E.Elliott, deceased, the Proofs of the subscribing witnesses thereto, the Decree of the Court admitting said Will and codicils to probate and record, and of the Letters Testamentary issued unto The National Metropolitan Bank of Washington, under date of July 11, 1941.

I FURTHER CERTIFY, That said Will and codicils were duly executed, proved, and admitted to probate and record in accordance with the laws and usages 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 28th day of March A.D. 1949.

Theodore Cogswell,

(Court Seal) Register of Wills for the District of Columbia,

Clerk of the Probate Court.

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

DISTRICT OF COLUMBIA, to wit:

I, Bolitha J. Laws, Chief Judge of the United States District Court for the District of Columbia, do hereby certify that THEODORE COGSWELL, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, the Register of Wills in and for said District and Clerk of the Probate Court, and that said attestation by him is in due form.

Witness my hand and seal this 28th day of March, 1949.

Bolitha J. Laws, Chief Judge.

DISTRICT OF COLUMBIA, TO WIT:

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, hereby certify that Bolitha J. Laws whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same Chief Judge of said Court, duly commissioned and qualified.

WITNESS my hand and the seal of said Court this 28th day of March, 1949.

Harry M. Hull, Clerk.

(COURT SEAL)

By Anna M. Thompson, Deputy Clerk.

COMPLAINANT'S EXHIBIT NO. 11. Exams. Exh 11, JDS.

AGREEMENT

THIS AGREEMENT, Made this 18 day of December nineteen hundred and forty-eight, between Florence A. Newell, individually, and as Agent for the heirs of JOHN R. NICHOLS, parties of the first part, Vendor, and SAMUEL M. BUSHMAN, of the City of Baltimore, State of Maryland, party of the second part, Vendee.

WITNESSETH, that the said parties of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former, the following described property situate and lying in the Fourth Election District of Anne Arundel County, State of Maryland, comprising twenty-five (25) acres of land more or less, located on the East side of a road leading from Odenton, Maryland, to Baltimore, Maryland. Property intended to be sold being the remaining part of the two (2) contiguous parcels of land described in the 2 following deeds: (1) Deed from Francis W. Jones & Wife to John R. Nichols, dated January 25, 1869, and recorded among the Land Records of A.A.Co. in Liber S.H. 3, folio 169; and (2), A Deed from Ann E. Duvall, Widow, of John R. Nichols, dated

January 13, 1865, and recorded among the Land Records of Anne Arundel County aforesaid. in Liber N.H.G. 13, folio 102.

At and for the price of FIVE HUNDRED,($500.00) Dollars per acre. The exact acreage to be determined by a survey made by a registered surveyor, of which FIVE HUNDRED ($500.00) Dollars have been paid prior to the signing hereof and the balance to be paid as follows: Within thirty days after the final ratification of the sale by the Circuit Court for Anne Arundel County. Property is sold subject to the effect of any existing right of ways, and any agreements as to wires and poles. Buyer agrees to pay for the cost of survey and also at its own expense to conduct necessary Court proceedings to clear title. Seller agrees to fully co-operate and furnish such information as may be required to perfect the title.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, and any other public charges to be paid or allowed for by the Vendor to date of settlement.

Witness our hands and seals.

Test: Florence A. Newell (SEAL)

Agent for the heirs of John R. Nichols.

Adelaide B. Nichols. Florence A. Newell (SEAL)

Samuel M. Bushman (SEAL)

Filed May 6", 1949

Page 14- THE MARYLAND GAZETTE, Annapolis, Md. June 2, 1949

LEGAL NOTICES

JACOB S. NEW and, JOHN O. HERRMANN,Solicitors, 1120 Fidelity Building

FLORENCE A. NEWELL, widow,	:	IN THE CIRCUIT COURT FOR
VS	:	ANNE ARUNDEL COUNTY
ADELAIDE M. NICHOLS, widow, et al.	:	No. 9688 IN EQUITY

: : : : : : :

ORDER OF PUBLICATION

The objects of the Bill of Complaint are to have the Court decree a sale of certain real estate therein and hereinafter described; that a Trustee be appointed to make the sale; that a contract of sale entered into by and between the Complainant and Samuel M. Bushman, one of the Defendants, be ratified and confirmed; that the proceeds of the sale be distributed to those entitled under the supervision and direction of the Court; that the Trustee publish a notice to creditors of certain deceased persons who are non-residents of the State of Maryland, and who died outside the State of Maryland, having a fractional interest in the real estate to be sold in these proceedings; that the Complainant be granted general relief.

The Bill of Complaint recites that one John R. Nichols, late of Anne Arundel County, owned certain real estate in that County, acquired by three deeds therein mentioned, certified copies of said deeds being filed with the Bill of Complaint as exhibits; that the said John R. Nichols died on July 22, 1896 leaving a Will dated March 4,1873 which was duly probated by the Orphans' Court of Anne Arundel County,a certified copy of which being filed with the Bill of Complaint as an exhibit; that by said Will John R

Nichols devised and bequeathed all of his property unto his widow, Elizabeth W. Nichols, for life and after her death to his three sons, James W. Nichols, William A. Nichols and Charles W. Nichols, equally; that Elizabeth W. Nichols died on April 5, 1901, title to the real estate left by John R. Nichols thereby vesting in his above named sons; that Charles W. Nichols died in Philadelphia, Pennsylvania on December 2, 1910, leaving a Will dated July 10, 1908, a certified copy of which Will is recorded in the Office of the Register of Wills for Anne Arundel County and a copy whereof being filed with the Bill of Complaint as an exhibit; that by said Will, Charles W. Nichols devised and bequeathed all of his property unto his wife, Adelaide M. Nichols, one of the Defendants; that William A. Nichols died at St. Davids, Pennsylvania, on November 18, 1902, leaving a Will dated July 28, 1893, an authenticated copy whereof is recorded in the Office of the Register of Wills for Anne Arundel County and a copy whereof being filed with the Bill of Complaint as an exhibit; that by said Will, William A. Nichols devised all of his estate unto his wife, Mary L. Nichols, absolutely; that Mary L. Nichols died at St. David's, Pennsylvania on November 22, 1933, leaving a Will dated February 11, 1924, an authenticated copy whereof being recorded in the Office of the Register of Wills of Anne Arundel County and an authenticated copy whereof being filed with the Bill of Complaint as an exhibit; that by her Will, Mary L. Nichols devised all of her property in equal shares/unto her four children, Caroline E. Leonard, Agnes N. Simons, Louise N. Tull, three of the Defendants and to Henry A. Nichols; that Henry A. Nichols was also known as H. Albert Nichols and died at Merion, Pennsylvania on September 16, 1944, leaving a Will dated May 19, 1936, an authenticated copy whereof is recorded in the Office of the Register of Wills for Anne Arundel County and an authenticated copy whereof being filed with the Bill of Complaint as an exhibit; that by said Will, Henry A. Nichols devised and bequeathed all of his property unto his wife, Bertha H. D. Nichols, one of the Defendants; that James W. Nichols died at Mt. Rainier, Maryland, on August 20, 1911, intestate, leaving surviving him his widow, Carrie W. Nichols, and eight children; that Carrie W. Nichols died at Mt. Rainier, Maryland, on June 28, 1923; that of the eight children of James W. Nichols, Elizabeth C. Watts, Laura G. Disney, Olive V. McKeown and Sarah E. Anderson are all living and Defendants herein; that Florence A. Newell, another child of the said James W. Nichols, is living and is the Plaintiff herein; that Charles W. Nichols, another child of James W. Nichols died at Mt. Rainier, Maryland, on December 13, 1948, unmarried and intestate, leaving as his only heirs at law his sisters and children of a deceased sister and deceased brothers, all of whom are parties to these proceedings; that John R. Nichols, another child of said James W. Nichols, died at Washington, D. C. June 12, 1925, intestate, leaving surviving him his widow, Edith Nichols and two children; that Edith Nichols subsequently married George T. Brooks and thereafter she died intestate in the year 1933 at Detroit, Michigan, leaving surviving her her husband, George T. Brooks, one of the Defendants, a daughter, Mildred Jones, one of the Defendanta and the two children of John R. Nichols above mentioned; that one of the children of John R. Nichols, Naomi Nichols Vogt, is living and is a Defendant herein; that the other child of John A. Nichols, Selenia Nichols Stover, died in Detroit Michigan, on December 7, 1944, intestate, leaving surviving her her husband, Frank J. Stover, and one child, Joyce M.Stover, both Defendants herein; that James A. Nichols, another child of John R. Nichols, died on September 9, 1938, at Mt. Rainier, Maryland, leaving a Will dated August 17, 1937, a certified copy whereof is recorded in the Office of the Register of Wills for Anne Arundel

County, and a copy whereof is filed with the Bill of Complaint as an exhibit; that by said Will James A. Nichols devised and bequeathed all of his estate in equal shares unto his wife, Martha C. Nichols (now known as Martha C. Wooster) and his three children, Alice E. Nichols, now known as Alice E. Heinrich, James T. Nichols and Kenneth L. Nichols, all Defendants herein; that Margaret Louise Elliott, another child of the said James W. Nichols, predeceased her father, she having died at Washington, D. C.,on August 14, 1901, leaving surviving her two children; that Edith Elliott Conger, one of the children of Margaret Louise Elliott, is living and is one of the Defendants: that George E. Elliott, the other child of Margaret Louise Elliott, died at Washington,D.C., on June 16, 1941, leaving a will dated January 11, 1936 and codicils dated April 18, 1941 and April 23, 1941, an authenticated copy whereof being recorded in the Office of the Register of Wills for Anne Arundel County, and a copy whereof is filed with the Bill of James W. Nichols, is living and is the Plaintiff herein; that Charles W. Nichols, another child of James W. Nichols, died at Mt. Rainier, Maryland, on December 13, 1948, unmarried and intestate, leaving as his only heirs at law his sisters and children of a deceased sister and deceased brothers, all of whom are parties to these proceedings; that John A. Nichols, another child of James W. Nichols, died at Washington,D.C. on June 12, 1925, intestate, leaving surviving him his widow, Edith Nichols and two children; that Edith Nichols subsequently married George T. Brooks and thereafter she died intestate in the year 1933, at Detroit, Michigan, leaving surviving her her husband, George T. Brooks, one of the Defendants, a daughter, Mildred Jones, one of the Defendants and the two children of John R. Nichols above mentioned; that one of the children of John R. Nichols, Naomi Nichols Vogt is living and is a Defendant herein; that the other child of John R. Nichols, Selenia Nichols Stover, died in Detroit, Michigan, on December 7, 1944, intestate,leaving surviving her her husband, Frank J. Stover, and one child, Joyce M. Stover, both Defendants; that James A. Nichols, another child of John R. Nichols, died on September 9, 1938, at Mt. Rainier, Maryland, leaving a Will dated August 17, 1937, a certified copy whereof is recorded in the Office of the Register of Wills for Anne Arundel County, and a copy whereof is filed with the Bill of Complaint as an exhibit; that by said Will James A. Nichols devised and bequeathed all of his estate in equal shares unto his wife, Martha C. Nichols (now known as Martha C. Wooster) and his three children Alice E. Nichols (now known as Alice E. Heinrich), James T. Nichols and Kenneth L. Nichols, all Defendants herein; that Margaret Louise Elliott, another child of the said James A. Nichols, predeceased her father, she having died at Washington, D.C. on August 14, 1901, leaving surviving her two children; that Edith Elliott Conger, one of the children of Margaret Louis_ Elliott, is living and is one of the Defendants; that George E. Elliott, the other child of Margaret Louis_ Elliott, died at Washington, D. C. on June 16, 1941, leaving a will dated January 11, 1936 and codicils dated April 18, 1941 and April 23, 1941, an authenticated copy whereof being recorded in the Office of the Register of Wills for Anne Arundel County and a copy whereof is filed with the Bill of of Complaint as an exhibit; that by said Will and Codicil, George E. Elliott devised all of his estate unto National Metropolitan Bank of Washington, D.C., one of the Defendants, in trust for his children, Eleanor Wingate Elliott (now Eleanor Elliott Main), George E. Elliott,Jr. and Robert Kingwill Elliott, all Defendants.

The Bill of Complaint further recites that the above named persons, together with their spouses, if any, as named, are the only persons having any title to or interest in the real estate involved in these proceedings and are all of full legal age, except Joyce M. Stover, one of the Defendants, who is an infant; that as a result of various conveyances there now remains of the original tract acquired by John R. Nichols a parcel now consisting of 23.05 acres of land more or less, according to a survey made by Edward V. Coonan & Co. on April 13, 1949, which is described as follows:

BEGINNING for the same at the end of the 3rd line of a parcel of land described in a deed from Mary L. Nichols, et al. to W.B. & A. Electric Railroad Company, dated April 2, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 53, folio 104, said place of beginning being on the Southeast side of the old Right of Way of the W. B. & A. Electric Railroad and running thence with and binding on said Right of Way North 21 degrees 30 minutes East 594.35 feet to intersect the outline of Lot No. 1 allotted to Anne E. Duvall in an equity case recorded in Liber N.H.G. No.8, folio 410, etc., of the Equity Records of Anne Arundel County, thence binding on said outlines reversely as the same is now (1949) run with an allowance of 4½ degrees to correct the variation of the compass from the beginning of the North 16 degrees 15 minutes West 25 perches line of said lot No. 1, the six following courses and distances: North 48 degrees 11 minutes East 2.2 feet North 89° 03' East 16.5 feet, South 23 degrees 07 minutes East 165 feet, North 75 degrees 55 minutes East 363 feet; South 9 degrees 32 minutes East 330 feet, South 11 degrees 42 minutes East 412.5 feet, to a stake at the beginning of the aforesaid North 16 degrees 15 minutes West 25 perches line of Lot No. 1, and running thence South 14 degrees 43 minutes West 12.24 feet to the center of Picture Spring Branch and to the land described in a deed from the Scott Street Loan and Savings Association No. 1 to National Plastic Pruducts Company dated June 2, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 412, folio 281, etc., at the end of the North 29 degrees 43 minutes East 32.7 feet line of said land, thence binding on the outlines of said land reversely and on the center of Picture Spring Branch the nine following courses and distances: South 29 degrees 43 minutes West 32.7 feet, North 67 degrees 32 minutes West 39.0 feet, South 76 degrees 29 minutes West 183.0 feet, South 3 degrees 53 minutes West 62.0 feet; South 18 degrees 45 minutes West 95.0 feet; South 37 degrees 25 minutes East 166.0 feet, South 50 degrees 20 minutes East 76.00 feet; South 16 degrees 54 minutes West 52.30 feet; South 63 degrees 08 minutes East 66.00 feet; South 29 degrees 08 minutes East 75.90 feet to the Northwestern outline of the land described in a deed from Clarence C. Kilby to David Scarlett Ross, by deed dated November 10, 1914 and recorded among the aforesaid Land Records in Liber G.W. No. 108, folio 274, etc. thence binding reversely on the outlines of said land the two following courses and distances; South 50 degrees 17 minutes West 803.40 feet and South 58 degrees 17 minutes West 729.18 feet to a pipe driven in the ground in the Southeasternmost outline of the land described in a deed from the Washington. Baltimore & Annapolis Realty Corporation to Consolidated Gas Electric Light & Power Company of Baltimore by deed dated June 26, 1939 and recorded among said Land Records in Liber J.H.H. No. 202, folio 202 etc., said pipe being at the distance of 354.14 feet Northeasterly from the State Road leading from Fort Meade to Annapolis measured on the 6th line of said first parcel, thence binding reversely on said 6th line North 31 degrees 30 minutes East 855.00 feet to a stone heretofore planted at the end of said line and thence binding on the 5th line and 4th line of the land described in the deed from Nichols to W.B.& A.

Electric Railroad, above referred to the two following courses and distances: North 31 degrees 30 minutes East 810.15 feet North 58 degrees 30 minutes West 580 feet to the place of beginning. Containing 23.05 acres of land, more or less.

That on December 18, 1948, the Complainant for herself and as co-tenant with and agent for the parties above named, executed a contract of sale with Samuel M. Bushman, one of the Defendants, whereby she agreed to sell the above described property at and for the price of $500.00 an acre, the acreage to be determined by a survey, receiving at the time of the execution of the contract a deposit of $500.00, the balance to be paid within thirty days after final ratification by this Court, a copy of said contract of sale being filed with the Bill of Complaint as an an exhibit; that the Complainant believes and alleges that the contract of sale is advantageous to the infant Defendant and all of the other parties to these proceedings; that the property can not be divided without loss or injury to the parties interested and that it, therefore, should be sold and the proceeds brought into Court to be divided among the parties.

It is thereupon this 6th day of May, 1949, by the Circuit Court for Anne Arundel County in Equity, ORDERED that the Complainant by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once a week for four sucessive weeks before the 11th day of June, 1949 give notice to the non-resident Defendants namely: Adelaide M. Nichols, 420 Morgan Ave., Palmyra, New Jersey, Caroline Leonard, 27 Amstel Ave., Newark, Delaware; Louise N. Tull, 1912 Blue Ridge Road, Charlottesville, Virginia; Frank J. Stover, 1628 Collingwood St. Detroit, Michigan; Mildred Jones and Owen Jones, her husband, Brightmoor, Michigan; George E. Elliott, Jr., and Doris Elliott, his wife, 501 Hulton Road, Oakmont, Pennsylvania; National Metropolitan Bank of Washington, D. C. Trustee, Washington, D. C., Bertha H. D. Nichols, Philadelphia, Pennsylvania; Agnes N. Simons, 623 Zollinger Way, Merion, Pennsylvania; Naomi N. Vogt, and Gustav Vogt, her husband, 1562 Calvert St., Detroit, Michigan; Joyce M. Stover, an infant, 1628 Collingwood St. Detroit, Michigan; Eleanoe E. Main, and Robert Main, her husband, 5103 Princess Anne Road, La Canada, California; Robert K. Elliott and Anna H. Elliott, his wife, 5103 Princess Anne Road La Canada, California,- of the objects and substance of the Bill of Complaint warning them and each of them to be and appear in this Court, either in person or by solicitor, on or before the 27th day of June, 1949 to show cause, if any there be, why a Decree shall not be passed as prayed.

JOHN H. HOPKINS, 3rd, CLERK.

True Copy TEST:

JOHN H. HOPKINS, 3rd Clerk. ju.2

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1949

We hereby certify that the annexed Order of Publication Eq. #9688-FLORENCE A. NEWELL 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 11th day of June, 1949. The first insertion being made the 12th day of May, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

MG 540

Filed July 14", 1949

(See page 401)

DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF COLUMBIA

Holding Probate Court

DISTRICT OF COLUMBIA, to wit:

On this 25th day of June, A.D. 1941, personally appeared May Shoemaker, who on oath says that she is one of the subscribing witnesses to the foregoing paper-writing dated the 23rd., day of April, A. D., 1941, purporting to be a codicil to the last will and testament of Geo. E. Elliott, deceased, late of the District of Columbia, that the Testator therein named signed said codicil in her presence; that said Testator published, pronounced and declared the same to be a codicil to his last will and testament; that at the time of so doing said Testator was, to the best of affiant's apprehension, of sound and disposing mind, and capable of executing a valid deed or contract; and that affiant's name as witness to the aforesaid codicil was signed in the presence and at the request of Testator and in the presence of Dorothea Buckley and Richard E. Shands, the other subscribing witnesses, who also signed in the presence of the affiant, and in the presence and at the request of the Testator.

May Shoemaker

Address 5310 Belt Road, N.W.

SWORN to and subscribed before me on the day aforesaid.

Theodore Cogswell,

Register of Wills for the District of Columbia, Clerk of the Probate Court.

ANSWER TO BILL OF COMPLAINT Eq No 12 Probate Clerk pg 430

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Agnes M. Simons and Frank K. Simons, her husband, to the Bill of Complaint heretofore filed in the above entitled case, respectfully represents unto your Honor:

1. They admit the matters and facts alleged in the said Bill of Complaint, except that as originally filed the Bill of Complaint erroneously described your Respondent, Agnes N. Simons, as a widow, the said Frank K. Simons, the other Respondent, her husband, being still living.

2. Further answering said Bill of Complaint your Respondents submit their rights to the Court for its protection and consideration in the premises.

And having fully answered said Bill of Complaint your Respondents pray that they be hence dismissed with their proper costs.

Agnes N. Simons,

Frank K. Simons,

Respondents.

John Hampton

Solicitor for Respondents,

1119 Fidelity Bldg., Baltimore, Md. (1)

Filed July 16, 1949

ANSWER TO BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Olive V. McKeown and Matthew S. McKeown, her husband, two of the Defendants in the above entitled case, to the Bill of Complaint heretofore filed against them, respectfully represents unto your Honor:

They admit the matters and facts alleged in said Bill of Complaint and submit their rights to the Court for its protection and consideration, holding themselves willing to abide

by any decree passed in the premises.

John Hampton — Olive V. McKeown

Solicitor for Respondent_ — Matthew S. McKeown

1119 Fidelity Bldg.Balto.Md. (1) — Respondents

State of Maryland,)
County of Prince George's) ss

Subscribed and sworn to before me, a Notary Public in and for the State and County aforesaid, this the Twenty Ninth day of June, 1949.

(Notarial Seal) Elmer C. Helm. ___ ___

Filed July 16", 1949

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Samuel M. Bushman, one of the Defendants in the above entitled case, to the Bill of Complaint filed heretofore against him, respectfully represents unto your Honor:

He admits the matters and facts alleged in said Bill of Complaint and submits his rights to the Court for its protection and consideration, holding himself willing to abide by any decree passed in the premises.

John Hampton, — Samuel M. Bushman

Solicitor for Respondent — Respondent
1119 Fidelity Bldg.,Baltimore,Md. (1)

FILED JULY 16", 1949

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Florence A. Newell, Complainant in the above entitled case respectfully represents unto Your Honor:

1. That Joyce M. Stover, one of the Defendants in the above entitled case, has been duly notified of the pendency of the proceedings against her by the publication of the Order of Publication heretofore passed in this cause on May 6, 1949.

2. That the said Joyce M. Stover is a resident of Detroit, Michigan, and is an infant and therefore unable to appear for the purpose of answering and defending this suit for herself.

WHEREFORE, your Petitioner prays your Honor to pass an Order appointing a Guardian ad litem to appear in these proceedings for the purpose of answering and defending the suit against said infant.

And as in duty bound &c.

Jacob S. New

John O. Hermann,

Solicitors for Complainant

ORDER OF COURT

ORDERED this 18th day of July, 1949, by the Circuit Court for Anne Arundel County in Equity upon the aforegoing Petition that John H. Hopkins,LIV, be, and he is hereby appointed Guardian ad litem to appear and answer for Joyce M. Stover, infant Defendant in the above cause.

Benjamin Michaelson, Judge.

Filed July 18, 1949

ANSWER OF GUARDIAN AD LITEM TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Joyce M. Stover, an infant, one of the Defendants in the above entitled case by John H. Hopkins, IV, Guardian ad litem, duly appointed by Order of this Court, respectfully represents:

The Defendant, being an infant, cannot admit any of the matters and facts in said Bill of Complaint alleged and, therefore, she submits her rights thereunder and in the premises to the protection of this Court.

And as in duly bound, etc.

John H. Hopkins, IV, Guardian ad litem

Filed July 18", 1949.

DECREE PRO CONFESSO

The Defendants, George T. Brooks, Louise Brooks, Edith E. Conger, Paul Conger, Elizabeth C. Watts, Laura G. Disney, Sarah E. Anderson, Martha C. Wooster, John M. Wooster, James T. Nichols, Frances Nichols, Kenneth L. Nichols, Fannie Mae Nichols, Alice E. Heinrich and Frank W. Heinrich, having been duly summoned to appear to the Bill of Complaint and having failed to appear therein according to the exigency of the Writ or to file any Answer thereto; and

Further the Defendants, Adelaide M. Nichols, Caroline Leonard, Louise N. Tull, Frank J. Stover, Mildred Jones, Owen Jones, George E. Elliott, Jr., Doris Elliott, National Metropolitan Bank of Washington, D. C. Trustee under the Will of George E. Elliott, Bertha H. D. Nichols, Naomi N. Vogt, Gustav Vogt, Eleanor E. Main, Robert Main, Robert K. Elliott and Anne H. Elliott, having been duly notified by Order of Publication to appear to the Bill of Complaint and having failed to appear thereto according to the exigency of said Order or to file any Answer thereto:

It is thereupon this 19th day of July, 1949, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED that the Complainant is entitled to relief in the premises and that the Bill of Complaint be and it is hereby taken pro Confesso against said Defendants; but because it does not certainly appear to what relief the Complainant is entitled, it is further ADJUDGED AND ORDERED that the Complainant is granted leave to take testimony before any one of the standing Examiners of this Court to support the allegations of the Bill of Complaint filed by her.

Benjamin Michaelson, Judge.

Filed July 19", 1949

PETITION FOR LEAVE TO AMEND BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Florence A. Newell, , the Complainant in the above entitled case, respectfully represents unto Your Honor:

1.- That she has heretofore on the fifth day of May, 1949, filed her Bill of Complaint in the above entitled case.

2.- Inadvertently, your petitioner made two mistakes as to the pedigree of the descendants of John R. Nichols, as follows:

(a) In Paragraph V-B (2) of said Bill of Complaint your petitioner described Agnes M. Simons as a widow, which she now alleges is incorrect, as Frank K. Simons, the husband of Agnes M. Simons, is still living and they both reside at Merion Pennsylvania.

(b) In Paragraph VI-4-d-i of said Bill of Complaint, your petitioner described Frank J. Stover as a widower, which she now alleges is incorrect, as Sue J. Stover, the wife of Frank J. Stover by a subsequent marriage, is still living and they both reside at Detroit, Michigan.

WHEREFORE your Petitioner prays Your Honor to pass an order authorizing and permitting her to amend nunc pro tunc her Bill of Complaint by interlineation and cancellation so as to correctly allege the above facts as herein set forth, and to include the said Frank K. Simons and the said Sue J. Stover as parties defendant.

AND as in duty bound, etc.

Florence A. Newell,
Petitioner

Jacob S. New
John O. Hermann,
Solicitors for Petitioner.

DISTRICT OF COLUMBIA TO WIT:

I HEREBY CERTIFY, that on this 3rd day of August, 1949, before me, a Notary Public of the District of Columbia, personally appeared FLORENCE A. NEWELL, the within named Petitioner, and made oath in due form of law that the matters and facts above set forth are true to the best of her knowledge, information and belief.

As Witness my hand and Notarial Seal.

(Notarial seal) Ernest C. Meller, Notary Public.

Filed August 11, 1949

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 11th day of August,1949, by the Circuit Court for Anne Arundel County, in Equity:-

O R D E R E D ,that the Petitioner, Elorence A. Newell. be, and she is hereby authorized to amend nonc pro tunc her Bill of Complaint by appropriate interlineation and cancellation so as to correctly allege the matters and facts set forth in the aforegoing Petition, and to include the said Frank K. Simons and the said Sue J.Stover, as parties defendant.

BENJAMIN MICHAELSON, Judge.

Filed August 11, 1949

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of Frank J. Stover and Sue J. Stover, his wife, two of the defendants in the above entitled case to the Bill of Complaint, as amended, heretofore filed against them, respectfully represents unto your Honor:

1. - They admit the matters and facts alleged in the Bill of Complaint, as amended, saying that as originally filed, the description of Frank J. Stover as a widower, was incorrect, but that as amended, both of your respondents are properly named as parties to these proceedings.

2.- Further answering said Bill of Complaint,as amended, your respondents submit their rights to the Court for its protection and consideration in the premises.

And having fully answered said Bill of Complaint,your respondents pray that they be hence dismissed with their proper costs.

John Hampton
Solicitor for Respondents.
1120 Fidelity Bldg.

Frank J. Stover
Sue J. Stover

Filed August 13", 1949

TESTIMONY ON BEHALF OF THE PLAINTIFF.

PRESENT:-

Mr. John O. Hermann, Solicitor for Plaintiff

Mr. John H. Hopkins, 1111, Guardian-ad-Litem.

Mr. John S. Strahorn, Examiner,
Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Florence N. Newell,----------2 to 12

John Martin Bandel,----------13 to 15

William Henry Riley,Jr.,-----16 to 17

Mr. Clerk:- Please file. Jno. S. Strahorn, Examiner.

COSTS:

JSS EXAMINER, ----$12.00 Paid JSS
JDS-Stenographer,-$17.50 Paid JDS

Florence Netta Newell,the Plaintiff, being first duly sworn,deposes and says:-

(Herrmann)

1. Please state your name and address?

A. Florence Netta Newell, 3104 Varnum st., Mt. Rainier, Md.

2. Where are you employed?

A. Government Printing Office, Washington, D. C.

3. What relationship are you to the late John R. Nichols?

A. A Granddaughter, the daughter of James W. Nichols who was the son of John R. Nichols.

4. Your grandfather, John R. Nichols, owned some land near Odenton,Anne Arundel County, Md. during his life time?

A. That's correct.

5. He acquired that land by virtue of three deeds made to him?

A. That's right.

6. I show you Plaintiff's Exhibits 1-2-3 filed with the Bill herein, and ask you are they the deeds whereby your grandfather acquired title to the tract of land at Odenton?

A. They are the deeds.

°°°°°°Now filed as Exam. Exhbs. 1-2-3.

7. All of the parties to this proceedings, except Mr. Bushman, the purchaser, are related to you by blood or marriage?

A. That's right.

8. When did your Grandfather, John R. Nichols die?

A. July 22nd, 1896.

9. Did he leave a Last Will and Testament?

A. He did, dated March 4th, 1873.

10. I show you Plaintiff's Exhibit 4 filed with the Bill of Complaint and ask you to identify that?

A. That paper is a certified copy of the Last Will and Testament of John R. Nichols.

Now filed as Exam. Exh. 4.

11. Briefly,-your Grandfather, by his Last Will and Testament which you have just identified, devised and bequeathed all of his property unto his widow, Elizabeth W. Nichols, for her life, and after her death to be equally divided among his three sons, James, William and Charles Nichols, is that correct?

A. That is correct.

12. Is Elizabwth W. Nichols, the life tenant mentioned in the Will still living?

A. No, she is dead.

13. When did she die?

A. April 5th, 1901 in Anne Arundel County.

14. Are any of the three sons now living?

A. No, they are not.

15. (1) Charles W. Nichols, When did he die?

A. He died in Philadelphia, December 2nd, 1910.

16. Did he leave a Last Will and Testament?

A. He did, the Will was dated July 10th, 1908.

17. I show you Plaintiff's Exhibit No. 5 and ask you if that is a certified copy of the Last Will and Testament of Charles W. Nichols?

A. It is, he was my Uncle.

ooo Filed as Exam. Exh. 5.

18. Your Uncle, Charles W. Nichols, by his Last Will and Testament which you have just identified devised and bequeathed all his estate, real, personal and mixed, unto his wife, Adelaide M. Nichols, is she living?

A. She is still living and is one of the Defendants.

19. The next son of John R. Nichols you have mentioned in (2) William A.Nichols, when did he die?

A. November 18th, 1902 at St. Davids, Pa.

20. Did he leave a Last Will and Testament?

A. He did leave a will dated July 28th, 1893.

21. I show you a paper filed with the Bill of Complaint as Plaintiff's Exhibit 6 and ask you if that is an authenticated copy of his Last Will and Testament?

A. It is.

ooooo Filed as Exam. Exh. 6

22. Your Uncle William A. Nichols, by his Last Will and Testament, just identified, devised and equeathed all his estate real, personal and mixed to his wife Mary L. Nichols absolutely. Is his wife now living?

A. No, she died November 22nd, 1933 at St. Davids, Pa.

23. Did she leave a Last Will and Testament?

A. She did, it is dated February 11th, 1924.

24. I show you a paper filed with the Bill of Complaint as Plaintiff's Exhibit 7 and ask you if that is an authenticated copy of the last Will and Testament of Mary L. Nichols, widow of William A. Nichols?

A. It is.

ooooo Filed as Exam. Exh. 7

25. By her last Will and Testament which we have just identified, Mary L. Nichols, devised and bequeathed all the rest and residue of her estate, which would include her interest in the property the subject of this proceeding, unto her four children in equal share,

25-A Who were those children?

A. Caroline E. Leonard, still living in Newark, Del.

Agnes N. Simons, wife of Frank K. Simons, Merion, Pa.

Mary Louise Nichols, married to M. Grahm Tull, now a widow.

Henry A. Nichols, also known as H. Albert Nichols

26. Your Bill of Complaint alleges that Agnes N. Simons is a widow, that is incorrect, she is married and her husband still living.Her husband's name is Frank K.Simons of Merion , Pa., where they live.

A. That's correct.

21-A Then the Answer filed by Mr. and Mrs. Simons in which they set forth she is not a widow and her husband is still living is correct?

A. Yes, and I wish to ask the amend the Bill of Complaint.

22-A The next child is Mary Louise Nichols, is she still living?

A. Yes she is, she is the widow of M. G. Tull, now known as Mary Louise Tull and lives in Charlottesville, Va. Her husband is deceased. She is one of the Defendants.

23-A Henry A. Nichols, also known as H. Albert Nichols, he died September 16th, 1944,did he leave a Last Will and Testament?

A. He left a Will dated May 19th, 1936, in Merion, Pa.

24-A I show you a paper filed with the Bill of Complaint as Plaintiff's Exhibit 8 and ask you to identify that paper?

A. This is an authenticated copy of the Last Will and Testament of Henry A. Nichols also known as H. Albert Nichols.

°°°°°°°Filed as Exam. Exh. 8

25-A By his Last Will and Testament which you have just identified H. Albert or Henry A. Nichols devised and bequeathed all the rest and residue of his estate, real, personal and mixed which would include his interest in the property forming the subject matter of this proceeding, unto his wife, Bertha H. D. Nichols absolutely.

26-A. Is Bertha H. D. Nichols still living?

A. She is the widow of Henry A. Nichols and resides in Philadelphia and is one of the defendants in this case.

(3)

27. The third son of your Grandfather, John R. Nichols is your father, James W. Nichols, when did he die?

A. He died at Mt. Rainier, Maryland, August 20th, 1911.

28. Did he leave a last Will and Testament?

A. No, he did not, he died intestate.

29. Who did he leave surviving him as his next of kin and heirs at law?

A. He left his widow, Carrie W. Nichols, and eight living children, one deceased child, Margaret Louis Elliott who predeceased her father having died intestate, on August 14th, 1901, leaving two children, George E. Elliott and Edith Elliott Conger.

30. Carrie W. Nichols, your mother, the widow of James W. Nichols, is she living?

A. No, she died at Mt. Rainier, Md.,June 28th, 1923. She left the living children,namely.

a. Elizabeth C. Watts,

Charles W. Nichols

John R. Nichols

Laura G. Disney,

Florence A. Newell

Olive V. McKeown

Sarah E. Anderson,

James A. Nichols, and the children of Margaret Louise Elliott,who pre-deceased her father, namely

George E. Elliott

Edith Elliott Conger

Margaret Louise Elliott died in Washington,D.C. August 14th, 1901.

Elizabeth C. Watts is a widow living in Mt. Rainier, she is one of the defendants, no children.

Charles W. Nichols, unmarried, died at Mt. Rainier, Md., December 13th, 1948, intestate leaving as his only heirs at law his sisters, and children of his deceased brothers and sister, all of whom are included as parties hereto either as Plaintiff or defendants.

John R. Nichols, died in Washington,D. C. June 12th, 1925, he left a widow,

Edith Nichols, widow, and two children,

Naomi Vogt and Selenia Nichols Stover

31. Of the heirs or next of kin of your brother, John R. Nichols, you have named, is his widow, Edith Nichols living or dead?

A. She is dead, she died in 1933 in Detroit, Mich. She had re-married with George T. Brooks, and she left thesaid George T. Brooks her second husband, and her two children, Naomi Nichols Vogt, and Selenia Nichols Stover, and she left a child by a former marriage, Mildren Jones.

32. Is George T. Brooks still living?

A. I think he must be. After her death he married Louise Brooks, both are defendants herein and live at Eastport, Md.

33. How about Naomi Nichols Vogt and Selenia Nichols Stover?

A. Naomi Nichols Vogt is married to Gustav Vogt they are living and reside in Detroit, Mich. and are both defendants herein.

Selenia Nichols Stover died in Detroit, Mich. November 7th, 1944, intestate, leaving durviving her her husband, Frank J. Stover, and one child, Joyce M. Stover, the said Frank J. Stover, her widower, is living and is a party defendant herein.

Joyce M. Stover, is an INFANT, unmarried and lives at Detroit, Mich. and is one of the Defendants herein, 14 years old.

Mildred Jones is married to Owen Jones and they reside in Brightmoor, Mich.,and are both defendants herein.

34. You say that Frank J. Stover whom you describe as a widower has re-married but you do not remember the name of his second wife?

A. I do not. I wish to amend the allegations of the Bill of Complaint so as to describe Frank J. Stover as being married and to include his second wife as one of the party defendants in this case.

35. How about Mildred Jones?

A. Her name was Mildred Arnold and she is married to Owen Jones and lives in Brightmoor, Mich.

36. How about Laura G. Disney? Is she still living?

A. She is right here, she lives in Mt. Rainier, Md., she is a widow.

37. You are Florence A. Newell, one of the children of James A. Nichols and live at Mt. Rainier, and are a widow?

A. That's right.

38. Your sister, Olive M. McKeown and her husband, Matthew S. McKeown reside in Brentwood, and are defendants herein?

A. Yes.

39. What abour Sarah E Anderson?

A. Sarah E. Anderson is a widow living at Odenton, Md., and is a Defendant herein.

40. Your brother James A. Nichols, died at Mt. Rainier, September 9th,1938 leaving a last Will and Testament dated August 17th, 1937.

A. That is correct.

40-A I show you this paper filed with the Bill of Complaint as Exhibit No. 9, and ask you if that is a certified copy of the Last Will and Testament of James A. Nichols also known as J. Ashton Nichols?

A. That's right.

°°°°°°Filed as Exam. Exh. 9

41. By his Last Will and Testament he devised and bequeathed all the rest and residue of his estate, including his interest in the property mentioned herein in equal one-fourth shares each unto his wife, Martha C. Nichols and his children,

Alice E. Nichols

James T. Nichols, Martha C. Nichols, widow.

Kenneth L. Nichols,

A. That's correct.

42. Is his widow still living?

A. Martha C. Nichols, his widow, has re-married to John W. Wooster, and they live at Deale,Md., and are both defendants herein.

Alice E. Nichols, married Frank Heinrich, they live at Mt. Rainier and are both defendants herein.

James T. Nichols, married Frances M. Nichols, they reside at Hyattsville, Md., and are both defendants herein.

Kenneth L. Nichols married Fannie May Nichols, Hyattsville, Md.,both are defendants.

43. You mentioned two children of your sister, Margaret Louise Elliott who pre-deceased your father, Edith Elliott Conger and George E. Elliott.

A. Edith Elliott Cobger married Paul Conger they reside at Chevy Chase Md., and are both defendants in this case.

44. George E. Elliott, a son of Margaret Louise Elliott, who pre-deceased her father, James W. Nichols, died in Washington,D.C. on June 16th, 1941 leaving a Last Will and Testament dated January 11th, 1936, and a Codicil thereto dated April 18, 1941, and a second codicil thereto dated April 23rd, 1941.

A. That is correct.

44. I show you photostat copies of said papers filed with the Bill of Complaint as Exhibit No. 10 and ask you if these are authenticated copies of the Last Will and Testament and two Codicils of the Will of George E. Elliott?

A. Yes they are?

°°°°°°Filed as Exam. Exh. 10.

45. By his Last Will and Testament and the Codicils thereto, which we have just identified, George E. Elliott devised all of his estate, real and personal unto the National Metropolitan Bank of Washington, D. C.,as Trustee, said Trust to Terminate as to his daughter, Eleanor Wingate and his son George E. Elliott, Jr., when the latter George E. Elliott, should become 28 years of age, September 8th, 1947, when their interest should become vested in them in fee; As to his other son, Robert Kingwill, the Trust was to terminate when he became 28 years of age, September 9, 1955, at which time the corpus of the estate being his share to be

distributed to him?

A. That is correct.

46. Is George E. Elliott, Jr., now 28 years of age?

A. He was on September 8th, 1947 and is married to Doris Elliott, they reside at Oakmont, Pa., and are both defendants herein.

Eleanor Wingate Elliott, is now married to Robert Main and they live in La Canada California, and are both defendants herein.

Robert K. Elliott has the other one-third interest under the will of his father, George E. Elliott, which would include the interest in the property mentioned in these proceedings, of his father, George E. Elliott, when he reaches the age of 28 on September 9th, 1955.

47. So that share of Robert K. Elliott is held in Trust under the Will of his father, by the National Metropolitan Bank of Washington, D. C..

A. That's correct and they are one of the Defendants herein.

48. Robert K. Elliott is still living?

A. Yes he is and Married to Anne H. Elliott and they live at LaCanada, Calif.,and are both defendants in this case.

49. All the persons you have named in your testimony concerning the Defendants, and yourself as plaintiff, are all of the persons having any interest in the title to the property the subject matter of these proceedings?

A. They are.

50. They are all of age and competent except Joyce M. Stover who is an infant?

A. They are.

51. The original parcels of land acquired by your Grandfather, John R. Nichols, as mentioned and described in Plaintiff's Exhibit 1-2-3 which we have heretofore identified, has been diminished by sales of some parts, is that correct?

A. That's right.

52. What acreage of land now remains of the original parcels acquired by your Grandfather?

A. 23.05 acres.

53. How was that determined?

A. It was surveyed by E. V. Coonan and Co.,Registered Surveyors.

54. I call your attention to the description by metes and bounds,in Paragraph 8 (VIII) of the Bill of Complaint, and ask you if that is the description of the property by E. V. Coonan and Co.,Surveyors of the date of April 13th, 1949?

A. That is correct.

55. That description includes all of the land that is to be sold under these proceedings?

A, That's correct.

56. You have on your own behalf, and as one of the co-tenants holding title to the property we have just mentioned, and further, as Agent for the parties you have named as descendents of John R. Nichols, entered into a Contract for the Sale of this land, have you not?

A, I have.

57. On what date did you enter into that Contract?

A. December 18th, 1948.

58. You agreed to sell this land to Samuel M. Bushman of Baltimore City?

A. That's correct.

59. I show you this paper filed with the Bill of Complaint as Plaintiff's Exhibit 11, and ask you if you can identify the signatures on that paper?

A. I can, they are ours and that of Samuel M. Bushman, and this is the Contract entered into between me and the other heirs of John R. Nichols and Mr.Bushman.

°°°°°°Filed as Exam. Exh. 11

60. This Contract provides for a selling price of $500. per acre?

A. That is correct.

61. That acreage was to be determined by a survey which you mentioned was made by E. V. Coonan Co.?

A. Correct.

62. You have been paid a deposit of $500 on the Contract?

A. That's correct.

63. And the balance is to be paid to you thirty days after final ratification of this Contract by the Court, if the Court should deem that action fitting?

A. Yes.

64. Do you believe that the Contract which you have identified as Plaintiff's Exhibit No. 11 is to the best interest and advantage of the infant party, Joyce M. Stover?

A. I do.

65. Do you believe it to be for the best interest and advantage of all the adult defendants herein?

A. I do.

66. The 23.05 acres which is the subject of these proceedings is not susceptible of partition in kind among all of the persons you have mentioned?

A. It is not.

67. This property is unimproved?

A. That's correct.

68. Therefore, it is your belief that is is best that the land be sold and the proceeds divided among the persons entitled thereto?

A. I do, I think it is the best thing.

69. Therefore, you ask that the Court ratify this Contract and grant the other relief you have asked in the prayers of your Bill?

A. Correct.

NO CROSS EXAMINATION.

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

A. No.

Florence Netta Newell

also known as

Florence A. Newell

John Martin Bandel, a witness of lawful age, being first duly sworn, deposes and says:-

(Herrmann)

1. State your name and residence.

A. John Martin Bandel, Linthicum Hts.,Anne Arundel County, Md.; my office in the Fidelity Bldg.,Charles and Lexington sts.,,Baltimore, Md.

2. What business are you in?

A. Real Estate business.

3. How long have you been in the Real Estate business?

A. Since 1925.

4. Have you had experience in appraising property, real estate?

A. Yes.

5. Are you generally familiar with values of real estate in Anne Arundel County,Md.?

A. Yes.

6. You have been employed to examine the real estate located near Odenton, Maryland, which was surveyed by E. V. Coonan and Co. on April 13th, 1949 consisting of 23.05 acres which is shown on this plat which I hand you, is that correct?

A. Yes.

7. This is a blue print of the survey made by E. V. Coonan and Co?

A. That's correct.

°°°°°°Filed as Exam. Exh.12

Plat

Plat

8. That Plat which we have just identified shows the land which is described by metes and bounds in Paragraph 8 of the Bill of Complaint, is that correct?

A. That's correct.

9. Did you go out to look at this land?

A. Yes,I did, and walked around the outlines.

10. Do you recall how long ago that was?

A. I did it twice, the first time within the last two weeks, both times.

11. What then, as a real estate man, and with your experience in appraising properties, do you consider to be a fair value per acre for this land?

A. Taking into account as to how the land lies, I would say that $50. an acre would be a very fair, market price. Taking into consideration the way the land is situate, the topography of the land, it is bounded at the North and East sides of the lot by Picture Spring Branch, which is very low land far below the level of the road that it borders on, at the North end for a distance of five hundred feet. In order to make this part of the land usable it would have to be filled in to a depth of 15 to 20 feet, the cost of which would make it prohibitive. The rest of the land lies behind an Industrial Plant and has no access to a Public road. It is in the shape of a dog's hind leg and is not usable because of this irregular shape. On account of all these considerations I would say $50 per acre is a very fair value for the land.

12. Have you examined any sales of properties in the immediate vicinity for comparison of values?

A. Yes. There was a tract in August of 1940 of 53 acres sold to The Scott st. Building and Loan Association for about $10 an acre, and that land was level and more usable. The same tract was sold later at $50 an acre seven years later. And there was another tract of about 62 acres bounded by two roads with a house on it was sold for $5,000, which, not counting the value of the improvements shows a worth of $80 an acre. This particular plot of ground goes back to the Pennsylvania railroad and faces on two roads and was much more valuable land.

13. Are these mentioned properties located in the immediate vicinity of the property mentioned herein as the Nichols property?

A. Yes, the first one immediately adjoins to the East, and the other property is in the neighborhood.

14. Then you would say that the Contract which we have offered in evidence here as Plaintiff's Exhibit 11, calling for a purchase price of $500 per acre, would be fair to the infant and the adult defendants holding title to the property herein?

A, Eminently so.

15. There are approximately 24 persons having some interest in this 23.05 acre tract, in your opinion, is this tract of land susceptible of being partitioned among the twenty odd persons?

A. It is impossible, absolutely.

16. Therefore, in your opinion, it would be most advantageous that the property be sold and the proceeds divided among the persons entitled thereto?

A. Yes.

17. The property is unimproved?

A. Yes.

18. Are you related to the parties, have you any interest in this land, or to any of the parties in this proceeding?

A. No sir, I have not.

NO CROSS EXAMINATION.

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

A. No.

JMB. John Martin Bandel.

William Henry Riley, Jr., a witness of lawful age, being first duly sworn, deposes and says:

(Hermann)

1. State your name and residence?

A. William Henry Riley, Jr., Linthicum Hts., Md.

2. What business are you in?

A. Tax Assessor for Anne Arundel County, Md.

3. Are you also in the Real Estate business?

A. No, I do appraisal work for Anne Arundel County, privately, and in the County.

4. You have been employed to appraise the real estate forming the subject matter of this proceeding, consisting of 23.05 acres near Odenton?

A. Yes, that is shown on the Plat filed as Exam. Exh. 12.

5. This same land is mentioned in the survey and the description is in Paragraph 8 of the Bill of Complaint?

A. That's correct.

6. Have you physically examined this property?

A. I have, approximately one week ago I did.

7. Will you roughly and generally describe this piece of property?

A. It is an irregular shaped parcel, the majority of it not located along any road, it is unimproved, the major portion of it is covered with wood and brush, it is irregular and not level, one end of it is very low.

8. In your opinion, as an appraiser, what value per acre would you set on this land?

A. Fifty Dollars an acre.

9. Do you wish to add any fact, other than you have given, on which you base your opinion?

A. From studying sales of two other properties in that area, I have a parcel The Scott Building and Loan Association sold in June, 1947, at $54 per acre, and that is in better shape and better located than the one here under consideration.

10. Therefore, in your opinion, would it be to the advantage of the infant defendant and of the other parties to this proceeding, that the land be sold under the Contract filed as Exam. Exh. No. 11 at and for the price of $500. per acre?

A. Yes.

11. In your opinion, can this property be divided in kind among the heirs of John R. Nichols?

A. I do not think it could be.

12. Therefore, you believe it would be to the best advantage of the parties having any interest in this property that the land be sold and the proceeds divided according to their proportionate share?

A. I do.

13. Are you related to or have you any interest in common with any of the parties?

A. No.

14. Have you any interest in this real estate?

A. No.

No Cross Examination.

To the general question under the rule the witness says:

A. No.

WHR Jr. William H. Riley, Jr.,

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 19th day of August, 1949 .

JNO. S. STRAHORN (Seal)

Examiner.

Filed August 19, 1949

DECREE

The above entitled case standing ready for decree, the Bill of Complaint together with exhibits, the answers, testimony taken before the Examiner, and other proceedings having been read and considered:

It is thereupon this 31st day of August, 1949, ADJUDGED, ORDERED AND DECREED by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, in Equity:

1. That the real estate mentioned and described in these proceedings be sold.

2. That Jacob S. New and John O. Hermann, be, and they are hereby appointed, Trustees to make such sale upon their filing with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by the Clerk of this Court in the penalty of Twelve Thousand Dollars ($12,000), conditioned for the faithful performance of the trust reposed in them by this Decree, or

to be reposed in them by any further Decree or Order in the premises.

3. That the Contract of Sale mentioned in these proceedings dated December 18, 1948 between Florence A. Newell, Complainant, for herself and as co-tenant and agent for the parties having any interest in or title to the above mentioned land, as Sellers, and the Defendant, Samuel M. Bushman, as purchaser, which contract is filed herein as Complainant's Exhibit No. 11, be, and it is hereby, ratified and confirmed, and the above mentioned Trustees are hereby authorized and directed to execute a Deed to said purchaser, his heirs and assigns, of the land described in these proceedings, upon the payment to them of the full purchase price as set forth in said contract, and upon compliance by the purchaser with all other terms of said Contract of Sale.

4. That the above mentioned Trustees shall bring into this Court the money received by them from Samuel M. Bushman, purchaser, to be distributed under the supervision and direction of this Court to the persons entitled thereto, according to their respective rights and interest therein, and that said Trustees shall be allowed such commissions as this Court shall think proper in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

5. That the Defendant, Samuel M. Bushman, shall pay all costs of these proceedings, including the above mentioned commissions to the Trustees, as is provided by the terms of the Contract of Sale which is ratified by this Decree.

6. That the above mentioned Trustees, pursuant to Article 93, Section 117, of the Annotated Code of Maryland, are hereby authorized and directed to give ninety days' notice by advertisement published once a week for four successive weeks in a weekly newspaper published in Anne Arundel County to all creditors of Henry Albert Nichols, deceased, Selenia Nichols Stover, deceased, and George E. Elliott, deceased, and all persons having any claim, if any, against said Henry Albert Nichols, deceased, Selenia Nichols Stover, deceased, and George E. Elliott, deceased, warning them to exhibit the same together with vouchers in support thereof, legally authenticated to said Trustees and to file the same in this proceeding on or before the expiration of ninety days from the first publication of said notice, and further warning them that otherwise they will be excluded by law from the estates of said decedents so far as these proceedings are concerned; and any such claim or claims not so exhibited to said Trustees, or filed in these proceedings within said period of ninety days from the first publication of said notice, shall not thereafter be asserted against the real estate mentioned and described in these proceedings in the hands of the purchaser, or his heirs or assigns.

Benjamin Michaelson, Judge.

Filed 31 August, 1949

B O N D .

KNOW ALL MEN BY THESE PRESENTS:

That we, Jacob S. New and John O. Herrmann, Fidelity Building, Baltimore, Md., 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 TWELVE THOUSAND AND 00/100 ($12,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly

and severally, firmly by these presents.

Sealed with our seals and dated this 6th day of September in the year of our Lord one thousand nine hundred and forty-nine.

WHEREAS, the above bounden Jacob S. New and John O. Herrmann by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell Real Estate mentioned in the proceedings in the case of Florence A.Newell, Widow, vs: Adalaide M. Nichols, Widow,now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Jacob S. New and John O. Herrmann 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:
Jane V. Martin

Jacob S. New (Seal)
John O. Herrmann (Seal)
John O. Herrmann (Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By H. L. Jenness
Attorney-in-Fact

WITNESS:
Jane V. Martin
By Kathryn Stolzenbach
As to Surety

(CORPORATE SEAL)

Filed & Approved this 7" day of Sept. 1949 .

John H. Hopkins, 3rd, Clerk.

TRUSTEES' REPORT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Jacob S. New and John O. Herrmann, Trustees appointed by the Decree in the above entitled case, respectfully shows:

1. In accordance with the terms of the Decree dated August 31, 1949, the Trustees have filed in these proceedings their duly approved bond in the amount of $12,000.00.

2. The Trustees have consummated the sale mentioned in said Decree to Samuel M. Bushman, purchaser, one of the Defendants, and have executed a Deed to said purchaser and have received the following:

Amount of purchase price	$11,525.00
1949 Taxes paid in advance - 3 months	1.62
	$11,526.62

which sum constitutes the entire fund coming into the hands of the Trustees and with which sum they herewith charge themselves.

3. By the terms of the Decree above mentioned all costs of these proceedings are required to be paid by the Defendant, Samuel M. Bushman. All costs and expenses of these proceedings to the date of this Report have been paid, the only remaining costs being the Court costs to be paid to the Clerk of the Circuit Court for Anne Arundel County and the Auditor's fee for the statement of an Account. The Trustees will collect these additional costs from the Defendant, Samuel M. Bushman. Consequently, the Trustees not having to pay any costs or expenses from the funds coming into their hands as set forth above, do not crave any allowance therefor.

4. Trustees hereby waive all commission for the performance of their duties as such Trustees in these proceedings.

WHEREFORE the Trustees pray that this Report and the papers in this case be referred to one of the standing Auditors for the purpose of stating an Account showing the distribution to be made of the funds now held by them.

AND as in duty bound, etc.

Jacob S. New

John O. Herrmann

Trustees.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 11th day of October, in the year one thousand, nine hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared JACOB S. NEW and JOHN O. HERRMANN, the within named Trustees, and made oath in due form of law that the matters and facts set out in the foregoing Trustees' Report are true as therein set forth to the best of their, knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Jane V. Martin, Notary Public.

Filed October 13, 1949.

FLORENCE M. NEWELL, Widow,	:	No. 9688 In Equity
	:	In THE CIRCUIT COURT
VS	:	FOR
ADELAIDE M. NICHOLS, WIDOW, ET AL.	:	ANNE ARUNDEL COUNTY.

NOTICE TO CREDITORS.

Pursuant to a Decree of the Circuit Court for Anne Arundel County in Equity passed in the above entitled case on the 31st day of August, 1949, the undersigned Trustees appointed by said Decree hereby give notice to the creditors of Henry Albert Nichols, deceased, Selenia Nichols Stover, deceased, and George E. Elliott, deceased, and to all persons having claims, if any, against said Henry Albert Nichols, deceased, Selenia Nichols Stover, deceased, and George E. Elliott, deceased, to exhibit the same with the vouchers thereof legally authenticated to the undersigned Trustees and to file the same in these proceedings on or before the 10th day of December, 1949; they may otherwise by law be excluded from all benefits of said real estate.

Given under our hands this 31st day of August, 1949.

Jacob S. New

John O. Herrmann, Trustees o-13

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 13, 1949.

We hereby certify, that the annexed Notice to Creditors FLORENCE A. NEWELL 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 15th day of October, 1949. The first insertion being made the 8th day of September, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By. R. Loucile Brown

Filed October 15", 1949.

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, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Florence A Newell vs Adelaide M. Nichols, Widow, et al. in ac.

Trustees' Commissions Waived

All costs and expenses of these proceedings having been paid by the purchaser, in accordance with the terms of the contract of sale, the entire proceeds of said sale, viz: $11,526.62, are distributed to the following devisees and heirs at law of John R. Nichols, who died 7/22/1896, namely:

I.

To Adelaide M. Nichols, widow and devisee of Charles W. Nichols, son, who died 12/2/10 - one-third			3,842.21

II.

To devisees of William A. Nichols, son, who died 11/18/02, and of Mary L. Nichols, his wife, who died 11/22/33, viz:			
1. Caroline E. Leonard-one-twelfth		960.55	
2. Agnes M. Simons-one-twelfth		960.55	
3. Mary Louise Tull-one-twelfth		960.55	
4. Bertha H.D. Nichols, Widow of H. Albert Nichols, son, who died 9/16/44- one-twelfth	960.56		
Less direct inheritance tax	9.61	950.95	
To R. Glenn Prout, Register of Wills- direct inheritance tax, as above		9.61	3,842.21

III.

To heirs at law of James W. Nichols, son, who died 8/20/11, intestate, viz:		
1. Elizabeth C. Watts, daughter - 1/27		426.91
2. Laura C. Disney, daughter- 1/27		426.91
3. Florence A. Newell, daughter-1/27		426.91
4. Olive W. McKeown, daughter- 1/27		426.91
5. Sarah E. Anderson, daughter - 1/27		426.91
6. Heirs at law of John R. Nichols, son who died intestate, on 6/12/25, viz:		
A. Naomi Nichols Vogt, daughter 1/81-	$142.30	
B. Heirs at law of Selenia N. Stover, daughter, who died 11/7/44, viz:		
1. Frank J. Stover, widower - 1/243	47.43	
2. Joyce M. Stover, daughter-2/243	94.87	
C. Heirs at law of Edith Nichols Brooks, Widow, who died in 1933, viz		
1. George T. Brooks, Widower-1/243	47.43	
2. Naomi Nichols Vogt-daughter-2/729	31.63	

3. Mildred Jones,daughter-2/729 31.63

4. Heirs at law of Selenia Nichols Stover,daughter,who died 11/7/44, Viz:

a. Frank J.Stover,widower-2/2187 10.54

b. Joyce M.Stover,daughter-4/2187 21.08 426.91

7. Heirs at law of Charles W. Nichols,son, who died,intestate,12/13/48,viz:

A. Elizabeth C.Watts,Sister-1/216 $ 53.36

B. Laura G.Disney,sister-1/216 53.36

C. Florence A. Newell,sister-1/216 53.36

D. Olive McKeown, sister 1/216 53.36

E. Sarah E.Anderson,sister-1/216 53.36

F. Children and descendants John R. Nichols, brother, viz.

1. Naomi N.Vogt- daughter- 1/432 26.69

2. Joyce M.Stover,granddaughter (child of Selenia N.Stover) 1/432 26.68

G. Children of James A.Nichols,brother,viz:

1. Alice E.Heinrich,daughter-1/648 17.79

2. James T. Nichols,son-1/648 17.79

3. Kenneth L.Nichols,son-1/648 17.79

H. Children and descedants of Margaret L. Elliott,sister,who died 8/14/01,viz.

1. Edith E. Conger,daughter-1/432 26.69

2. Children of George E.Elliott,son, who died 6/16/41,viz:

a. Eleanor E. Main,daughter-1/1296 8.89

b. George E.Elliott,son-1/1296 8.89

c. Robert K.Elliott,son-1/1296 8.90 426.91

8. Devisees of James A.Nichols,son who died 8/17/38, viz:

A. Martha C.Wooster,Widow,-1/108 $ 106.73

Less direct inheritance tax 1.07 105.66

B. Alice E.Heinrich,daughter -1/108 106.73

Less direct inheritance tax 1.07 105.66

C. James T. Nichols,son -1/108 106.73

Less direct inheritance tax 1.07 105.66

D. Kenneth L.Nichols,son-1/108 106.72

Less direct inheritance tax 1.06 105.66

To R. Glenn Prout,Register of Wills- direct inheritance tax as above 4.27

9. Heirs at law of Margaret Louise Elliott, daughter,who died,intestate 8/14/01 viz:

A. Edith E. Conger,daughter-1/54 $ 213.46

B. Devisees of George E.Elliott, son who died 6/16/41, viz.

a. Eleanor E. Main, daughter-1/162	71.15		
b. George E. Elliott, son-1/162	71.15		
c. National Metropolitan Bank of Washington, D.C. Trustee of Robert K. Elliott, son-1/162	71.16	426.92	3,842.20
			11.526.62

with Jacob S. New and John O. Herrmann, Trustees Cr.

Aug. 31	Proceeds of Sale (Contract dated 12/18/48) as shown by Trustees' Report filed 10/13/49	11,525.00	11.525.00
	Refund 1949 State and County taxes adjusted to 10/1/49	1.62	1.62
			11,526.62

Filed November 23, 1949

ORDER NISI

ORDERED, This 23" day of November, 1949, 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.

True Copy; Test:
John H. Hopkins, 3rd, Clerk.

John H. Hopkins, 3rd, Clerk.

Filed November 23, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Dec. 22, 1949

We hereby certify, that the annexed Order Nisi, Eq. #9688-Florence A. Newell- 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, 1949. The first insertion being made the 30th day of November, 1949.

The CAPITAL-GAZETTE PRESS, INC.,
By R. L. Brown.

NoMG 7571

Filed December 27", 1949.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 28th day of December, 1949, 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.

Benjamin Michaelson,
Judge.

Filed December 28", 1949.

EX PARTE:	:	No. 9667 Equity
In The Matter of	:	In the Circuit Court
James Stevens,	:	for
an incompetent	:	Anne Arundel County

; ; ; ; ; ;

PETITION FOR APPOINTMENT OF COMMITTEE

To the Honorable, the Judge of said Court:

The petition of J. Franklin Stevens respectfully shows:

1. That your Petitioner is an adult and a citizen of the United States residing at No. 54 Madison Street, Annapolis, Maryland. Your Petitioner has a younger brother James Stevens also an adult. That for some years last past said James Stevens has been incapable of managing either his person or estate and at the present time is confined in Spring Grove State Hospital at Catonsville, Maryland.

2. That the father of your Petitioner John F. Stevens died intestate in Anne Arundel County on the 5th day of April, 1935, leaving as his heirs at law and next to kin, his wife, Mary A. Stevens who departed this life on the 2nd day of August, 1939, and the following named children, to wit: Edna Ivins, Irene Kahn, Pearl Mitchell, J. Franklin Stevens, Anna E. Neiman, Julian B. Stevens, Alice Torovsky, Winifred Brady, Gerald Stevens and James Stevens; and further that the said John F. Stevens died seized and possessed of a house and lot known as No. 52 Madison Street.

3. That the said James Stevens has a bank account of approximately $81 in the Annapolis Banking and Trust Company.

4. That it is necessary and is for the benefit of the said James Stevens that a committee be appointed by this Honorable Court for the management of his person and estate.

Wherefore, your Petitioner, prays:

1. That this Honorable Court may order to issue a writ de lunatico inquirendo to inquire into the lunacy of James Stevens.

2. That the writ of subpoena directed to James Stevens may issue notifying him of these presents.

3. That a committee may be appointed for the person and estate of said James Stevens.

4. And for such other and further relief as your Petitioner's case may require.

And as in duty bound, etc.,

George B. Woelfel, J. Franklin Stevens, Petitioner

Sol.for Petitioner, 9-11 School St.,Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I Hereby Certify that upon this 4th day of April, in the year 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J.Franklin Stevens 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 his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff, Notary Public.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 5th day of April, in the year 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Dr. J.Oliver Purvis and made oath, in due form of law, that he has been for 25 years the attending physician of James Stevens, and is satisfied from the opportunities thereby afforded him of judging of his condition, that he is of unsound mind, incapable of the government of him-

self or the management of his estate.

J. Oliver Purvis, D. M., Affiant.

Witness my hand and seal Notarial.

(Notarial Seal. Mary M. Hoff, Notary Public.

Filed April 6, 1949

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 7th day of April, 1949, by the Circuit Court for Anne Arundel County, ORDERED that the writ of subpoena as prayed in the said petition issued; and that a writ de lunatico inquirendo issue in this case.

Benjamin Michaelson, Judge.

Filed April 7", 1949

RETURN TO THE WRIT DE LUNATICO INQUIRENDO AND INQUISITION .

This inquisition, taken this 14th day of June, 1949 at the Court House in the City of Annapolis, before Hon. Benjamin Michaelson, Associate Judge of the Fifth Judicial Circuit, and in virtue of the annexed twelve jurors from the April, 1949, panel. a writ delunatico inquirendo, issued out of the Circuit Court for Anne Arundel County, upon the oaths or affirmations of the following twelve jurors

Ruth E. Mayer, Madam Foreman, Milton O. Hopkins, Nelli Sunderland Adolph C. Braun, Charles L. Logan,Sr., Emory A. Kelbaugh, John E. Green, Irving M. Hardy, Grover Pumphrey, Albert Lucien Brady, Nicholas N. Mandris and Hilda Wagner.
good and lawful men of the bailiwick, who, being sworn and charged upon their oaths and affirmations to inquire, etc.,

That the said jurors aforesaid do find that the said James Stevens in the said writ named, is of unsound mind and cannot govern himself or manage his property. That he has been in such state of mind for the past several years and how or why he has become so the jurors of Anne Arundel County cannot say unless by the visitation of God.

And the said jurors do also find that the said James Stevens is seized and possessed of valuable personal property, to wit: $81 in the Annapolis Banking and Trust Company and real estate as follows: a 1/10th interest in a house and lot known as No. 52 Madison Street, said 1/10th interest valued at about Five Hundred Dollars,a more particular description thereof is contained in the schedule hereto annexed; nor do they find that he has, when in such unsound mind, aliened any part thereof; and that the nearest of kin to the said James Stevens are J. Franklin Stevens, Edna Ivins, Irene Kahn, Pearl Mitchell, Anna E. Neiman, Julian B. Stevens, Alice Torovesky, Winifred Brady and Gerald Stevens, being his sisters and brothers and nearest heirs at law, all of whom are of full age.

In witness whereof, the jurors aforesaid, have hereto subscribed their names and affixed their seals the day and year first herein mentioned.

1.	Ruth E. Mayer	(SEAL)	7.	John E. Green	(SEAL)
2.	Milton O. Hopkins	(SEAL)	8.	Irving M. Hardy	(SEAL)
3.	Nellie Sunderland	(SEAL)	9.	Grover Pumphrey	(SEAL)
4.	Adolph C. Braun	(SEAL)	10.	Albert Lucian Brady	(SEAL)
5.	Chas. L. Logan, Sr.,	(SEAL)	11.	Nicholas J. Mandris	(SEAL)
6.	Emory A. Kelbaugh	(SEAL)	12.	Hilda Wagner	(SEAL)

ORDER CONFIRMING WRIT OF INQUISITION AND APPOINTING COMMITTEE

The return of the inquisition taken by the Circuit Court and jury 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 14th day of June, 1949, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the said inquisition be, and it is hereby confirmed.

And it is further ordered that J. Franklin Stevens, be, and he is hereby,appointed committee of the person and estate of the said James Stevens, with full power and authority to take charge of and manage the property, and to assume the control of the person of the said James Stevens, under direction of this court; but before the said J.Franklin Stevens shall proceed to act as such committee he shall give bond in the sum of $1000.00 to the State of Maryland, with sureties to be approved by this court or the clerk thereof, for the faithful discharge of his duties as such committee.

Benjamin Michaelson, A. J.

Filed June 14", 1949.

B O N D .

KNOW ALL MEN BY THESE PRESENTS, that we, J. Franklin Stevens, as principal, and the Globe Indemnity Company, a New York Corporation, as surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars, to be paid to the 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 14th day of June, 1949.

Whereas, the above bounden, J. Franklin Stevens, by virtue of an order of Circuit Court for Anne Arundel County, has been appointed committee of the person and estate of James Stevens, in the matter of James Stevens, an incompetent, now pending in said Court.

Now, therefore, the condition of the above obligation is such that if the above bounden, J. Franklin Stevens, does well and faithfully perform the trust reposed in him by said order, or that may be reposed in him by any future order in the premises, then this obligation to be void, otherwise to remain in full force and virtue in law.

Witness: J. Franklin Stevens, (Seal)

Mary M. Hoff Globe Indemnity Company

(CORPORATE SEAL) By John H. Hopkins, IV,

Attorney-in-Fact.

Filed & Approved this 14" day of June, 1949.

John H. Hopkins, 3rd, Clerk.

PETITION OF COMMITTEE for authority to sell and convey real estate of incompetent to Doris Katherine Dove for his support and for the payment of reasonable expenses.

To the Honorable, the Judge of said Court:

The petition of J. Franklin Stevens, Committee of James Stevens, an incompetent, respectfully shows:

1. That by order of this Honorable Court pased on the 14th day of June, 1949, he was appointed committee of the person and estate of James Stevens and has filed his bond with

the clerk of the Circuit Court for Anne Arundel County who has approved the same.

2. That the incompetent owns a one-tenth interest in the real estate described in a deed from James M. Munroe, Trustee, to John F. Stevens dated June 6th, 1899, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 13, folio 397, the original deed being filed herewith as Petitioner's Exhibit No. 1 and is prayed to be taken as part and parcel of this petition as fully as though the same were incorporated herein at length, which one-tenth interest he inherited from his father, the said John F. Stevens, who died intestate.

3. That the said real estate produces no income and in view of the fact that the other nine have agreed to sell their share in said real estate to Doris Katherine Dove for five hundred dollars each the remaining part would have very little value, therefore, your Committee, on behalf of the said incompetent, agreed to sell his share for the sum of five hundred dollars to Doris Katherine Dove, therefore, it would be to the advantage of the said incompetent that the contract heretofore made on his behalf be ratified and confirmed.

Wherefore, your Petitioner, prays:

1. That an order may be passed by this Honorable Court ratifying the contract made on behalf of James Stevens with Doris Katherine Dove for Five Hundred ($500) Dollars and your Petitioner be authorized to execute a deed conveying said incompetent's interest therein.

And as in duty bound, etc.,

George B. Woelfel, Solicitor for Petitioner

J. Franklin Stevens, Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 14th day of June, in the year 1949, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared J. Franklin Stevens, Committee, who made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff, Notary Public.

Filed June 14, 1949
PLAINTIFF'S EXHIBIT NO. 1.

(INT.REV.STAMP $.50)

THIS DEED, made this sixth day of June in the year Eighteen hundred and ninety-nine by James M. Munroe, Trustee as hereinafter mentioned, of the first part, and John F. Stevens, party of the second part, all of Annapolis, Maryland, WITNESSETH:-

WHEREAS on the thirtieth day of September, in the year Eighteen hundred and ninety-three Nicholas Brewer and Harriet C. Brewer, his wife, by their deed of that date duly executed and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 44, Folio 603 conveyed to Frank H. Stockett the real estate in said deed mentioned, IN TRUST TO SELL THE SAME and apply the proceeds of sale to the payment of certain indebtedness of Nicholas Brewer in said deed mentioned.

AND WHEREAS said Frank H. Stockett afterwards departed this life and by an order of the Circuit Court for Anne Arundel County sitting in Equity passed on the

23rd day of March, 1897, In The Matter of the Trust Estate of Nicholas Brewer and wife No. 1745 Equity the said James M. Munroe was substituted as Trustee of the said estate in the place of Frank H. Stockett, deceased.

AND WHEREAS said Munroe has duly bonded and qualified as such Trustee and in exercise of the Power of Sale in said Deed of Trust contained has sold unto the party of the second part, at and for the sum of Two Hundred Dollars, the receipt whereof is hereby acknowledged, the property hereby conveyed and hereinafter described.

AND WHEREAS said sale has been duly reported to and ratified by the Circuit Court for Anne Arundel County, and said party of the second part is entitled to receive a deed therefor,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and of the payment of the aforesaid purchase money the said James M. Munroe, Trustee, doth by these presents grant and convey unto the said John F. Stevens, his heirs and assigns in fee simple the following property, namely, All that lot of ground situate in the City of Annapolis on Madison street known as Lot No. 6 as laid down on a plat thereof made by Louis Green, Surveyor on the 8th day of October, 1898 and filed in aforesaid Equity case No. 1745, In The Matter of the Trust Estate of Nicholas Brewer and wife, and described as follows:-

BEGINNING For the same at a point on the East side of Madison street and distant from the Northeast corner of Madison street and West street, extending in a Northwesterly direction five hundred and nine feet, it being the Northwest corner of Lot No. 5 now owned by Charles F. Pierce, thence running with said Madison street North fifteen degrees thirty minutes West thirty feet to a post at the South west corner of Lot No. 7 on said Plat, then leaving said Madison street and running North seventy-four degrees fifteen minutes East one hundred and seventy-three feet to the line of Charles L. Chase's lot, formerly owned by William H. Tuck, and with said line South twenty-six degrees East about thirty-two feet to a post at the Northeast corner of Lot No. 5 on said plat now owned by Charles F. Pierce, then reverse of said line South seventy-four degrees fifteen minutes West one hundred and seventy-three feet to the aforesaid Madison street, to the beginning Point, being lot No. 6 as designated on said Plat filed in the aforesaid Equity cause.

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

TO HAVE AND TO HOLD the above described premises unto and to the proper use and benefit of the said John F. Stevens, his heirs and assigns in fee simple forever.

Witness my hand and seal.

Test:- James M. Munroe, (Seal)

Nannie S.NStockett. Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO-WIT:

I hereby certify that on this sixth day of June, in the year Eighteen hundred and ninety-nine before me the Subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared James M. Munroe the within named Trustee and acknowledged the aforegoing deed to be his act.

WITNESS my hand and Notarial Seal.

Nannie S. Stockett,

(Notarial Seal) Notary Public.

Received for record 6 June,1899 at 11:30 A.M. recorded Liber G.W. No. 13,Folio 397,

Filed June 14, 1949

J.H.H. No. 66 Equity

CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board, Inc.,

THIS AGREEMENT, Made this 15th day of January, 1949, by and between John F. Stevens on behalf of James Stevens of the first part, hereinafter called Vendor, and Doris K. Dove 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 Sixth Election District of Anne Arundel County, Maryland, and described as follows:

a 1/10th int. House and lot known as 52 Madison Street

At and for the price of Five Hundred Dollars, of which One hundred Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: within sixty days

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.

John F. Stevens, on behalf of
James Stevens (SEAL)
James Stevens (SEAL)
Doris K. Dove (SEAL)

Edna Ivins & Harry Ivins, hus.
Irene Kahn & Irving Kahn, hus.
Pearl Mitchell, widow,
J. Franklin Stevens & Amy, wf.
Anna E. Neeman & Jas. G. Neeman, hus.
Julian B. Stevens & Elizabeth, wif.
Alice Torovsky & Rudolph, hus.
Winifred Brady & Theodore C., hus.
Gerald Stevens & Margaret, wf.
James D. Stevens, single.

(These names were on back of Contract of Sale)

Filed June 14" 1949

ORDER OF COURT ON PETITION OF COMMITTEE

for authority to sell realty, etc.

Upon the petition of J. Franklin Stevens, Committee of James Stevens, an

incompetent, to sell the interest of the incompetent in the property in said petition described, and his affidavit thereon,

It is this 24th day of June, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED, and DECREED that leave be and the same is hereby granted for the said Committee to take testimony to substantiate the allegations of the petition.

Benjamin Michaelson, Judge.

Filed June 24", 1949.

TESTIMONY ON BEHALF OF PETITIONER.

PRESENT:-

Mr. George B. Woelfel, Solicitor for Petitioner.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

T. Carroll Worthington,---------2

J. Franklin Stevens, Jr., ------3 to 4

Mr. Clerk: Please file. Jno.S. Strahorn, Examiner.

JDS....$5.00
JSS....$8.00

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Woelfel)

1. State your name and residence?

A. T. Carroll Worthington, Annapolis, Md., Towns-Worth Bldg.

2. What is your occupation?

A. Realtor.

3. How long have you been engaged in selling and purchasing real estate?

A. Since 1933.

4. Throughout that time you have been a realtor in the City of Annapolis, Maryland?

A. I have.

5. Have you seen the house and grounds owned by the Stevens family and described in this Petition?

A. I have.

6. Tell the Court what it consists of?

A. 52 Madison st., a lot 30X180 approximately, improved by a two story frame, composition roof dwelling, no basement, seven rooms and bath, in good condition.

7. What, in your opinion is the fair market value of that property?

A. Five Thousand Dollars.

8. You think Five Thousand Dollars is a fair and reasonable price for that property?

A. That's my opinion.

To the general question under the rule the witness says:

A. Nothing else.

T. Carroll Worthington

J. Franklin Stevens, Jr., a witness of lawful age, being first duly sworn, deposes and says:-

(Woelfel)

1. State your name and residence?

A. J. Franklin Stevens, Jr., 54 Madison st., Annapolis, Md.

2. Are you the Committee of James Stevens, the incompetent mentioned herein?

A. Yes.

3. Who was John F. Stevens?

A. He was my father.

4. Did he own any real estate in the City of Annapolis?

A. He owned a lot of ground and house on Madison street which he procured from James M. Munroe, Trustee, on the 6th of June, 1899.

5. I show you Exhibit No. 1 which was filed in the original petition for this sale and ask you if that is the original deed?

A. Yes.

°°°°Now filed as Exam. Exh. A.

6. Is your father now living or dead?

A. He is dead.

7. State when and where he died?

A. 52 Madison st., Annapolis, Md.,April 5th, 1935.

8. Did your father make a will?

A. No sir.

9. Were Letters of Administration ever taken out on the estate of your father?

A. Yes.

10. Did the wife of John F. Stevens survive him, or pre-decease him?

A. She survived him.

11. Is she living or dead?

A. She is dead, she died August 3rd, 1939.

12. Were Letters of Administration taken out on her estate?

A. Yes.

13. Did she leave a Will?

A. No sir.

14. How many children were born of John F. Stevens and wife?

A. Fifteen were born of whom ten survived and five died in infancy, the oldest one who died was six years old.

15. Name the children who are living?

A. Edna Ivins, Aberdeen, Md.

Agnes Irene Kahn, 540-4th st., Brooklyn, N.Y.

Pearl Mitchell, 116 Conduit st.,Annapolis, Md.

J. Franklin Stevens, 54 Madison st.,Annapolis, Md.

Anna E. Neiman, RFD-2, Annapolis, Md.,

Julian B. Stevens, Spa ave., Annapolis, Md.

Alice P. Torovsky, 141 Gloucester st.,Annapolis, Md.

Gerald R. Stevens, Jewell, Md.,

Winifred L. Brady, RFD-3, Annapolis, Md.

James D. Stevens, Spring Grove, Md.

16. Are all of the ten living children adults?

A. Yes.

17. Did these children enter into a Contract of Sale of the property of 52 Madison st. to Doris Dove, for $5,000.?

A. Yes they did. All have signed the deed except James, the Incompetent, who has

not signed.

18. Did you sign the Agreement of Sale as Trustee for James?

A. Yes I did.

19. Is this the Agreement of Sale you signed on behalf of James D. Stevens?

A. Yes, that is it.

oooooo Filed as Exam. Exh. 2.

20. Do you think that $5,000 is a fair and reasonable price for the property?

A. Yes I do.

21. That $500 is a fair and reasonable price for the one-tenth interest of James D.Stevens in that property?

A.Yes, not only that but all the rest of the children were satisfied too.

22. Was any income being derived from this property prior to its sale?

A. No.

23. You think it is for the advantage of the boy, James D. Stevens that this Contract of Sale with Doris Dove filed as Exam. Exh. 2 be ratified?

A. I do.

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

A. No.

J. Franklin Stevens, Jr.,

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

Witness my hand and seal this 12th day of December, 1949.

Jno. S. Strahorn, Examiner,(Seal)

Filed Dec. 12, 1949

DECREE OF COURT

This cause standing reading for hearing the proceedings were read and considered by the Court and it appearing to the Court that the said James Stevens is seized and possessed of a one-tenth interest in the real estate described in a deed from James M. Munroe,Trustee, to John F. Stevens dated June 6th, 1899, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 13, folio 397, and that the Incompetent's interest in the aforesaid real estate produces no income and that it would be for the benefit and advantage of the Incompetent that the contract for the sale of his interest for Five Hundred Dollars as made by his Committee J. Franklin Stevens be ratified and confirmed.

It is thereupon this 28th day of December, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the contract made by J. Franklin Stevens on behalf of James Stevens, an incompetent, dated January 15th, 1949, with Doris K. Dove be, and the same is hereby ratified and confirmed and that the said J. Franklin Stevens be, and he is hereby appointed trustee to convey unto the said Doris Katherine Dove all the right, title, interest and estate of the said James Stevens, an incompetent, or of those claiming by, from or under him in and to all that lot or parcel of ground heretofore mentioned in the decree and as soon as may be convenient after the receipt of the aforesaid Five Hundred Dollars, the said John Franklin Stevens shall have the Court Auditor to state an account and the said Trustee shall be allowed such commissions as shall appear to the Court to be fair and just compensation for his services rendered.

Benjamin Michaelson, Judge.

Filed Dec. 28, 1949.

440

Creditors Account 9667

Credito ancora 9667

VIRGINIA AVERY, aunt and next friend of JOSEPH HENRY HOLLAND,JR,, an infant, 91 Radnor Road, Norfolk, Va.	:	No. 9545 Equity
vs	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Joseph Henry Holland,Sr,m 954 Forest Street,Baltimore, Maryland, and George B. Woelfel 9-11 School Streetm Annapolis, Maryland.	:	

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

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

Your Orator humbly complaining, says:

1. That on or about the second day of May, 1924, the defendant, Joseph Henry Holland, was legally married at Odenton, Maryland, to Mary Estelle King, a certified copy of said marriage certificate being filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this bill as fully as though the same were written herein at length.

2. That as husband and wife the said Joseph Henry Holland, Sr., defendant, and Mary Estelle Holland, his wife, acquired from Bruner R. Anderson, two lots of ground lying, being and situate in the 4th Election District of Anne Arundel County, known as Lots Nos. 7 and 8 in Block No.5 as shown on the Plat of the United Realty and Improvement Company's sub-division known as "Academy", said deed being dated November 8th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 343, folio 353, a certified copy of said deed being attached hereto and filed herewith as Plaintiff's Exhibit No. 2.

3. That as a result of the aforesaid marriage there was one child born to the parties hereto, to wit: Joseph Henry Holland,Jr., age 4 years.

4. That on or about the 21st day of October, 1947, Joseph Henry Holland,Sr., the defendant and father of the infant Plaintiff, was accused of killing his wife, the infant Plaintiff's Mother, and on the 11th day of September, 1947, after trial by jury the said Defendant was found not guilty of murder but guilty of manslaughter, a certified copy of the docket entries being filed herewith as Plaintiff's Exhibit No. 3 and is prayed to be taken as part and parcel of this bill as fully as though the same were written herein at length.

5. That on or about the 17th day of September, 1947, being after the death of the Defendant's wife and prior to his trial, the said Defendant, widower, did execute to his attorney,George B. Woelfel, a mortgage for the sum of five thousand dollars ($5,000.) which the said Joseph Henry Holland,Sr., agreed to repay six months after date with interest at the rate of six per cent quarterly, a certified copy of of said mortgage being filed herewith as Plaintiff's Exhibit No. 4.

6. That ever since the conviction, to wit: the 20th day of November, 1947, the home and two lots have laid idle and all of the furniture has been removed by parties unknown to the Plaintiff and pratically all of the fixtures have been removed from the house.

7. That said house will shortly deteriorate unless it is occupied and the Plaintiff being an infant living in Virginia with his aunt Virginia Avery will not occupy the same and the property should be sold while it is in a salable condition as it would be for the material

advantage and benefit of the said infant to sell the same.

8. That said infant alleges that the title to the real estate did not devolve on Joseph Henry Holland,Sr., upon the death of his wife as no one should procure a benefit in realty by reason of his own wrongful act and therefore title devolved upon him as the sole heir of his mother.

9. That your Orator alleges that he is the sold owner of the aforesaid realty as aforesaid and even though the mortgage held by the defendant George B. Woelfel is null and void, the same constitutes a cloud on his title and should be removed.

10. That the said Virginia Avery as aunt and next friend of Joseph Henry Holland,Jr., an infant, has entered into a contract for the sale of said land to one Audley Slater and Florence Slater, his wife, at and for the sum of Four thousand seven hundred fifty dollars ($4750.00) cash, on account of which said sum said vendee has paid two hundred fifty ($250) dollars subject to the confirmation by the Court of said contract as will more fully appear by reference to a copy of the same filed herewith as Plaintiff's Exhibit No. 5.

To the end, therefore;

1. That your Orator may be declared to be the sole owner of the two lots of ground mentioned in these proceedings.

2. That the mortgage held by George B. Woelfel dated September 17th, 1947, be declared null and void.

3. That the contract of sale executed by Virginia Avery on behalf of Joseph Henry Holland,Jr., an infant, be confirmed and that a trustee may be appointed to execute the deed to the purchaser.

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

And as in duty bound, etc.,

John Demyan, Jr., Virginia Avery.

Solicitor for Plaintiff

Attorney at Law County Trust Bank Building Annapolis, Maryland.

Filed October 13, 1948.

EXHIBIT NO. 1

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That it appears by the Records of Marriages in this Office, that on the 2" day of May, 1924, a marriage license was issued from this Office, authorizing any minister of the Gospel, or any other person qualified by law to perform Rites of Marriage between Joseph H. Holland,White, Widower, Aged 25 and Mary E. King, White, Single, Age 18.

AND I HEREBY FURTHER CERTIFY, That said parties were united in marriage according to law, and that said marriage was solemnized by Thomas C. Jones on the 2nd day of May, 1924 as will appear by the return of said minister filed in this office on the 5th day of May, 1924.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 2" day of August, A. D., 1948.

John H. Hopkins, 3rd,

Clerk of the Circuit Court for Anne Arundel County.

(COURT SEAL)

Filed October 13, 1948

EXHIBIT NO. 2. DEED

(INT.REV.STAMPS $1.65)(MD. STATE STAMPS $1.50)

THIS DEED made this 8th day of Nov. in the year nineteen hundred and forty-five, by BRUNER R. ANDERSON, widower, of Anne Arundel County and the State of Maryland.

WITNESSETH that in consideration of Five Dollars and other good and valuable considerations the the said Bruner R. Anderson doth grant and convey unto Joseph Henry Holland and Mary Estelle Holland, his wife, their assigns, the survivor of them and the heirs and assigns of the survivor, all those two lots of ground situate in Anne Arundel County, aforesaid, that are described as follows:

BEING all those two lots of ground numbered Seven (7) and Eight (8) in Block 5 on the Plat of the United Realty and Improvement Company's Subdivision known as "Academy", as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, Section 1, Page 29; Being also the same two lots of ground that are described in a deed from Joshua S. Linthicum and wife to the said Bruner R. Anderson bearing date September 8th, 1939, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 74 folio 279 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 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 Joseph Henry Holland and Mary Estelle Holland, his wife, their assigns, the survivor of them and the heirs and assigns of the survivor, in fee simple.

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

WITNESS the hand and seal of the said Grantor.

TEST: BRUNER R. ANDERSON (SEAL)

JOHN R. REID

STATE OF MARYLAND, ANNE ARUNDEL COUNT, TO WIT:

I HEREBY CERTIFY that on this 8th day of Nov. 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Bruner R. Anderson, and acknowledged the aforegoing Deed to be his act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) John H. Heid, NOTARY PUBLIC

Recorded -November-14-1945-10:10-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. 343,folio 353, one of the Land Record Books for Anne Arundel County .

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 2nd day of August, A. D. 1948.

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

Filed October 13, 1948

J.H.H. No. 66 Equity

EXHIBIT NO. 3 PRESENTMENT.

STATE	:	No. 316 TRIALS
VS	:	IN THE CIRCUIT COURT FOR
JOSEPH HENRY HOLLAND	:	ANNE ARUNDEL COUNTY.
	:	_____Term, 19--

PRESENTED and indicted for did kill and murder Mary Estelle Holland in Anne Arundel County, on or about the 11th day of September, 1947. Capias issd. ce pi in Jail 1947 Oct. 22nd Order to enter the appearance of George B. Woelfel Attorney for Traverser fd. 1947 Oct. 28th Arraigned Pleads Not Guilty. 1947 Nov. 17th Submitted to and elects to be tried before a Jury. Jury sworn on Voidier, 1947 Nov. 18th Testimony continued. 1947 Nov. 19th Testimony continued same day verdict of Jury Not Guilty of Murder. But guilty of Manslaughter. 1947 November 20th Judgment and sentence of the Court by William J. McWilliams that you Joseph Henry Holland be confined in the Maryland Penitentiary for the period of ten (10) years.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the above is truly taken from the Record of Proceedings of the Circuit Court for Anne Arundel County, in the above entitled cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this 2nd day of August, 1948.

John H. Hopkins, 3rd,

(Court Seal) Clerk of the Circuit Court for Anne Arundel County.

Filed Oct. 13", 1948.

EXHIBIT NO. 4. [illegible] MORTGAGE.

MD. STATE STAMP $5.50.

THIS MORTGAGE, Made this 17th day of September, in the year nineteen hundred and forty-seven, by and between Joseph Henry Holland, widower, hereinafter called party of the first part or Mortgagor, and George B. Woelfel, hereinafter called party of the second part or Mortgagee.

Whereas the said party of the first part is bona fide and justly indebted unto the said party of the second part in the full and just sum of Five Thousand Dollars, which said sum the said party of the first part has agreed to pay in six months with interest thereon at the rate of six per cent payable quarterly, and

Whereas it was a condition precedent to the signing of the aforesaid mortgage that these presents should be executed to secure the prompt and proper payment of the aforesaid Five Thousand ($5,000) Dollars as and when the same may become due and payable.

Now, therefore, this Mortgage Witnesseth: That for and in consideration of the premises and the further sum of Five Dollars, the said party of the first part does hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all those two lots of ground numbered 7 and 8 in Block 5 on the Plat of the United Realty and Improvement Company's sub-division recorded as "Academy" as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book No. 1, Section 1, Page 29 (now in case No. 2, Road B-4, Page 29). Together with all the household furniture contained in said house.

Being the same property which was conveyed unto Joseph Henry Holland and Mary Estelle Holland, his wife, by Bruner R. Anderson, by deed dated ___ Day of November, 1945,

and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 343, folio 353.

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

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

PROVIDED, that if the said party of the first part, his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Five 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 party of the first part shall possess the aforesaid property upon paying in the meantime all taxes and assessments, public dues and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said party of the first part for himself, his heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, his heirs, personal representatives or assigns, or GEORGE B. WOELFEL, its or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in A. A. county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of the 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, heirs, personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, its successors, heirs, personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for himself, his 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 ~~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 commissions the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagee, his heirs, personal representatives or assigns, or George B. Woelfel, his said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

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

WITNESS the hand and seal of the said Mortgagor.

Test: Mary M. Hoff — Joseph Henry Holland, (Seal)
John Henry Holland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 17th day of September, 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 Joseph Henry Holland, Widower, the Mortgagor named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared George B. Woelfel, 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.

(Notary Seal) — Mary M. Hoff, Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that the foregoing is a true copy of the mortgage as recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 454, folio 293, on February 5th, 1948, at 3-15 P.M.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 2nd day of August, 1948.

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

Filed October 13, 1948

AGREEMENT OF SALE

EXHIBIT NO. 5. REFILED IN NO. 9631 EQUITY AS EXHIBIT NO. 2.

THIS AGREEMENT, Made this 2nd day of August nineteen hundred and forty-eight between Joseph Henry Holland, Jr., an infant, of the first part, and Audley A. Slater and Florence E. Slater, his wife, of the second part,

WITNESSETH, That the said party 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 a development known as "Academy" in

the 4th Election District of Anne Arundel County, being Lots Nos. 7 and 8 in Block No. 5, thereof.

At and for the price of Forty-Seven Hundred Fifty Dollars, of which Two Hundred Fifty Dollars having been paid prior to the signing hereof and the balance to be paid as follows: Upon the confirmation of the 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 clear of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to day of transfer.

TEST:

Joseph Henry Holland, Jr., (Seal)

By Virginia Avery (Seal)

Aunt & Next of friend (Seal)

Audley A. Slater (Seal)

Florence E. Slater (Seal)

Charles F. Lee
Real Estate & Insurance
Lee Building
Annapolis, Md.

Filed Oct. 13", 1948 & Refiled.etc.

ANSWER OF JOSEPH HENRY HOLLAND, SR.

To the Honorable, the Judge of said Court:

The answer of Joseph Henry Holland,Sr., to the Bill of Complaint in this Honorable Court exhibited against him, respectfully shows:/

1. That he admits the allegations contained in paragraph one of said bill of complaint, that he was married to Mary Estelle King.

2. That this Respondent admits the allegations contained in paragraph two of said bill of complaint, that is, that he ahd his wife purchased Lots Nos. 7 and 8 in Block No. 5 as set forth in the said bill of complaint.

3. This Respondent admits that one child was born as a result of said marriage, to wit: Joseph Henry Holland, Jr., age 4.

4. This Defendant admits the allegations contained in paragraph four of said bill of complaint but emphatically denies that he killed his wife and that the verdict of manslaughter heretofore rendered by the jury was erroneous.

5. That this Respondent admits that he executed a mortgage for the sum of five thousand dollars to George B. Woelfel as set forth in paragraph five.

6. That since his conviction of manslaughter your Respondent has been incarcerated in the Maryland Penitentiary and as a result thereof is unable to state whether the house has been idle or whether it has been occupied though he has information and upon information believes the said house has been unoccupied, is deteriorating and that all of the furniture has been removed.

7. This Respondent admits that if the said infant were the owner of the said property that it would be to his advantage to make a sale of the said property.

8. This Respondent emphatically denies that his wife met her death by his wrongful act and in view of the fact that his property was held as tenants by the entireties he believes that upon the death of his said wife his title to the said property became absolute.

9. This Respondent can neither admit nor deny that the mortgage of George B. Woelfel constitutes a cloud upon the title of the infant for he believes the infant has no title but

that the same is vested in him.

10. That your Respondent believes the sale for the sum of $4750 is a fair sale and that the said sale should be ratified and confirmed.

And further answering said bill of complaint in general this Respondent avers that even though he is the absolute, unconditional and unqualified owner of the fee, nevertheless, in view of the fact that he is incarcerated in the Maryland Penitentiary that he desires and that it was always his desire that his child, the plaintiff in this suit, should own the property and to that end he has signed and executed a deed to the said infant to be delivered and recorded in court upon the payment by the said infant or his guardian of one thousand dollars to George B. Woelfel who in turn will release the said five thousand dollar mortgage so that the infant's title would then be clear, unencumbered and merchantable and that the payment could then be made and the contract confirmed by the Court without any further ado.

And having answered said bill of complaint as fully as he is advised is necessary he prays that the same be dismissed.

And as in duty bound, etc.

George B. Woelfel Joseph Henry Holland, Sr., Def.

Solicitor for Defendant Joseph Henry Holland, Sr., 9-11 School Street, Annapolis, Md.

Copy of answer mailed John Demyan this 27th day of Oct. 1948.

Filed October 29, 1948

ANSWER OF GEORGE B. WOELFEL

To the Honorable, the Judges of said Court:

The answer of George B. Woelfel to the bill of complaint in this Honorable Court exhibited against him, respectfully shows:

1. That he admits the allegations contained in paragraph one of said bill of complaint.

2. That he admits the allegation contained in paragraph two of said bill of complaint.

3. That he admits the allegation contained in paragraph three of said bill of complaint.

4. That he admits the allegation contained in paragraph four of said bill of complaint.

5. That he admits the allegation contained in paragraph five of said bill of complaint.

6. That he admits the allegation contained in paragraph six of said bill of complaint.

7. That he admits the allegation contained in paragraph seven of said bill of complaint.

8. This Respondent denies that the title to the real estate did not devolve upon said Joseph Henry Holland, Sr., upon the death of his wife, said property being held as tenants by the entireties was already his property and the Constitution provides against any forfeiture of an estate assuming that the said Joseph Henry Holland, Sr., committed the crime therein alleged.

9. This Respondent denies that the child is the sole owner of the said real estate and that the Respondent's mortgage is null and void.

10. This Respondent neither admits nor denies the allegation contained in paragraph ten of said bill of complaint having no specific knowledge thereof.

And having answered said bill of complaint in general this Respondent states that he is in accord with the answer filed by the infant plaintiff's father, that is, that he will release the said five thousand dollar mortgage upon the payment of one thousand dollars to him and that at the same time deliver to the child a deed which he is holding from the father so that the said infant would then be the sole owner of the said property without any encumbrances thereon other than taxes.

And having answered said bill of complaint as fully as he is advised is necessary he prays that the same be dismissed.

And as in duty bound, etc.

George B. Woelfel

In propria Personam

Copy mailed John Demyan,Jr., County Trust Bank Building,Annapolis, Maryland, November 4th, 1948.

Filed November 4, 1948

S U B M I S S I O N

We, the undersigned, solicitors for both Plaintiff and Defendants, do hereby agree to the immediate submission to this cause waiving the ten day period for testimony to lie in Court,

John Demyan, Jr.,

Solicitor for Plaintiff

George B. Woelfel

Solicitor for Defendants.

Filed 4" February, 1949

D E C R E E

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court and it appearing to the Court that it would be for the material advantage of the infant that the property mentioned in these proceedings be declared to be his own and that the same could be accomplished by the payment of one thousand dollars to George B. Woelfel in accordance with his answer as satisfaction in full of his five thousand dollar mortgage and in accordance with the answer of Joseph Henry Holland,Sr., and his deed given in pursuance thereof.

It is thereupon this 4th day of February, 1949, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the property mentioned in this bill of complaint, to wit: Lots 7 and 8 in Block 5 as shown on a plat of the United Realty and Improvement Company, subdivision known as "ACADEMY", said deed being dated the 8th day of November,1945, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 343, folio 353, be and the same is hereby declared to be the sole property of Joseph Henry Holland Jr., an infant, subject to a lien of one thousand dollars in favor of George B.Woelfel to be hereinafter paid and further that letters of administration be taken out on the estate of Mary Estelle Holland.

And it is further ORDERED that a portion of the bill praying for the ratification of the contract be dismissed with leave to Virginia Avery as aunt and next of friend of Joseph Henry Holland, Jr., to file a petition against him for the said sale of the infant's property

in accordance with Art. 16 titled "Sale of infant's property" and leave is further granted to Virginia Avery to withdraw the agreement of sale together with the testimony and exhibits filed in this cause and use them in the new proceedings,

And it is further ORDERED that the Plaintiff pay the costs.

Benjamin Michaelson, Judge.

Contract of sale withdrawn this 4th day of February, 1949, and filed with original petition in No. 9631 Equity.

George B. Woelfel.

Filed 4" February, 1949

For further Proceedings See No. 9631 Equity.

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF	:	ANNE ARUNDEL COUNTY
LAURETTE D. KERR	:	# 9616 EQUITY

: : : : : : : : : :

ORDER TO DOCKET SUIT

MR. CLERK:

Please docket this case and file the original Mortgage.

Carroll H. Albaugh

Attorney named in the Mortgage

Filed Jan'y. 18", 1949

M O R T G A G E

(Md. State Stamps $3.30)

THIS MORTGAGE, Made this 23rd day of June, in the year nineteen hundred and forty-eight, by and between FREDERICK G. KERR and LAURETTE D. KERR, his wife, parties of the first part, hereinafter called Mortgagors, and CARROLL H. HYNSON, party of the second part, hereinafter called Mortgagee, all of anne arundel count, State of Maryland.

WHEREAS the said Mortgagors are this day justly and bona fide indebted unto the Mortgagee in the full and just sum of Three Thousand and Seventeen and Sixty-five Hundredths ($3,017.65) Dollars for money this day loaned and which sum the said Mortgagors hereby agree to repay within six (6) months from the date hereof, with interest at the rate of six (6%) per cent per annum. And to further secure the payment of the said Three Thousand and Seventeen and Sixty-five Hundredths ($3,017.65) Dollars the said Mortgagors have passed unto the Mortgagee, their joint and several promissory note for Three Thousand and Seventeen and Sixty-five Hundredths ($3,017.65) Dollars, for the principal sum of said mortgage.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of Five ($5.00) Dollars, the said Mortgagors do grant and convey unto the said Mortgagee, Carroll H. Hynson, his heirs and assigns, forever, in fee simple, all that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING lot no. 99 as shown on a Plat of Sylvan Shores, said Plat being recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod W, Plat No. 3.

BEING the identical property that was by deed dated on the 15th day of August 1947 and recorded among the Land Records of Anne Arundel County, In Liber J.H.H. 430

at folio 19, conveyed to the said Laurette D. Kerr by Carl W. Riddick and wife.

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 Carroll H. Hynson, his heirs and assigns, forever.

PROVIDED, that if the said Frederic G. Kerr and Laurette D. Kerr, his wife, their heirs personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Three Thousand Seventeen & Sixty-five Hundredths ($3,017.65) 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 Frederic G.Kerr and Laurette D. Kerr, his wife, 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 Frederic G. Kerr & Laurette D. Kerr, his wife, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Carroll H. Hynson his personal representatives or assigns, or Carroll H. Albaugh-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 ($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 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 presonal 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 and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County

in Equity, which said expenses, costs and commission the said Mortgagors for themselves their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, his personal representatives or assigns, or Carroll H. Albaugh, 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 Frederic C. Kerr and Laurette D. Kerr, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Seventeen and Sixty-five Hundredths 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:

Carroll H. Albaugh

FREDERIC G. KERR (SEAL)

LAURETTE D. KERR (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 23rd day of June, in the year nineteen hundred and forty-eight before me, the Subscriber, of the State of Maryland, in and for the County aforesaid, personally appeared FREDERIC G. KERR and LAURETTE D. KERR, 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 CARROLL H. HYNSON, 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) Carroll H. Albaugh, Notary Public.

Recorded 9th July, 1948, at 11:30 A.M.

Recorded in Liber J.H.H. No. 478, folio 205,

B O N D

GLENS FALLS INDEMNITY COMPANY - GLENS FALLS, NEW YORK.

KNOW ALL MEN BY THESE PRESENTS: That we CARROLL H. ALBAUGH 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 Four Thousand ($4000.00) 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 21st day of January, nineteen hundred and forty-nine.

WHEREAS, by virtue of a power of sale contained in a mortgage from Laurette D. Kerr

and Frederick G. Kerr, her husband, to Carroll H. Hynson bearing date on or about the 23rd day of June, nineteen hundred and forty eight, the said Carroll H. Albaugh 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 Carroll H. Albaugh,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 Carroll H. Albaugh 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.

Carroll H. Albaugh (SEAL)

(Corporate Seal) GLENS FALLS INDEMNITY COMPANY

Fred E. Voges, Attorney in Fact.

Filed & Approved this 21" day of January, 1949.

John H. Hopkins, 3rd, Clerk.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Carroll H. Hynson under a Mortgage from Laurette D. Kerr and Frederic G. Kerr, her husband, dated the 23rd day of June, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 478 at folio 205, said Mortgage being in default.

Balance due upon principal	$3,017.65
Interest to February 13, 1948	68.21
	$3,085.86

Carroll H. Hynson

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to Wit:

I HEREBY CERTIFY THAT, on this 16th day of February, 1949, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Carroll H. Hynson and made oath in due form of law that the foregoing is a true statement of the amount remaining due on his Mortgage claim described herein, and that he has not received any security or satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Carroll H. Albaugh, Notary Public.

Filed February 17", 1949

GEORGE W. SCIBLE, AUCTIONEER CARROLL H. ALBAUGH, Attorney, Annapolis, Maryland.

ATTORNEY'S SALE

of valuable IMRPOVED REAL ESTATE.

Under and by virtue of the power of sale contained in the mortgage from Laurette D. Kerr and Frederic G. Kerr, her husband, dated June 23, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 478 at folio 205, the undersigned, as attorney named in the mortgage to foreclose in event of default and default having occurred will offer for sale at public auction, at the COURT HOUSE DOOR, Annapolis, Maryland, on

FRIDAY, FEBRUARY 18, 1949, at 11:00 o'clock, A. M.

All that lot or parcel of ground, situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and more particularly described as follows:

Being Lot No. 99 as shown on a plat of Sylvan Shores, said plat being recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod W.Plat No. 3.

Being the identical property that was by deed dated on the 15th day of August 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 430,at folio 19, conveyed to the said Laurette D. Kerr by Carl W. Riddick and wife.

The above property is improved by a one-story frame, composition roof dwelling as follows:

Five rooms and kitchen with cellar and garage under house.

TERMS OF SALE: A deposit of four hundred ($400.00) dollars 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 bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

CARROLL H. ALBAUGH,

Attorney named in Mortgage,
Townsworth Building,Annapolis,Maryland

Filed February 18", 1949.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Carroll H. Albaugh, the Attorney named in the mortgage filed in these proceedings, respectfully shows:

1. That, under and by virtue of the power of sale contained in a mortgage from Laurette D. Kerr and Frederic G. Kerr, her husband, dated June 23, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 478, folio 205, the said Carroll H. Albaugh, Attorney named in the 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 printed and published in Anne Arundel County, and also by handbills distributed in the vicinity of the Court House and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, did on Friday, February 18, 1949, at 11:00 o'Clock A.M., at the Court House Door in the City of Annapolis, Maryland offe the property in said mortgage described for sale at public auction; and the said Carroll H. Albaugh, Attorney as aforesaid, then and there sold the property to Louis M. Strauss, agent for Oliver Clark, for the sum of Three Thousand Four Hundred Dollars ($3400.00), he being at that figure the highest bidder therefor, the said property consisting of One lot or parcel of land improved by a one-story, frame, composition roof dwelling and described as follows:

Being Lot No. 99 as shown on a plat of Sylvan Shores, said plat being recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod W, Plat No. 3.

Being the identical property that was by deed dated on the 15th day of August, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 430, at folio 19, conveyed to the said Laurette D. Kerr by Carl W. Riddick and wife.

2. And the said Attorney further reports that he has received from the Purchaser the deposit of Four Hundred ($400.00) Dollars required by the terms of sale, and has

also obtained the written agreement of the Purchaser to comply with the other of said terms the same being as follows:

TERMS OF SALE: A deposit of Four Hundred ($400.00) Dollars 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 bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

Carroll J. Albaugh,

Attorney named in mortgage.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss

I HEREBY CERTIFY that, on this 18th day of February, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CARROLL H. ALBAUGH, the Attorney named in the mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Edward G. Chaney, Notary Public.

My Commission Expires May 2, 1949.

AUCTIONEER and PURCHASER'S CERTIFICATES

Annapolis, Maryland, February 18,1949.

This is to certify that I have this 18th day of February in the year 1949, sold the property described by the attached advertisement in the Second Election District of Anne Arundel County and more particularly described as Lot No. 99 as shown on a plat of Sylvan Shores to Louis M. Strauss, agent for Oliver Clark,at and for the sum of Three Thousand, Four Hundred Dollars ($3400.00,) he being then and there the highest bidder for said property.

George W. Scible,-Auctioneer.

Annapolis, Maryland, February 18,1949

I hereby certify that I have this 18th day of February, in the year 1949 purchased from Carroll H. Albaugh, Attorney named in the mortgage, the property situated in the Second Election District of Anne Arundel County and described as Lot No. 99 on a plat of Sylvan Shores at and for the sum of Three Thousand Four Hundred Dollars,($3,400.00) and do hereby agree to comply with the terms of sale.

Louis M. Strauss, Agent for Oliver Clark,

Purchaser.

Filed February 18", 1949

ORDER NISI

ORDERED, this 18" day of February, 1949, That the sale of the property mentioned in these proceedings made and reported by Carroll H. Albaugh, Attorney-named in the Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21" 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 21" day of March ~~next.~~ The report states that the amount of sales to be $3400.00.

TRUE COPY TEST: John H. Hopkins, 3rd, Clerk.

John H. Hopkins,3rd, Clerk.

Filed February 18", 1949

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY that the annexed advertisement of Order of Nisi was inserted in

THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for (3) three successive weeks before the 21st day of March 1949. that is to say, the same was inserted in the issues of Feb. 24, March 3 and March 10, 1949.

THE SOUTHERN MARYLAND TIMES

J. C. COLLINSON, BOOKKEEPER.

Filed March 21", 1949.

order

It is this twenty-second day of March, 1949, by the Circuit Court for Anne Arundel County, ORDERED, that Laurette D. Kerr show cause to the contrary, if any he may have, why the sale of the mortgaged premises on February 18, 1949, as reported by Carroll H. Albaugh, the Attorney named in the Mortgage, should not be ratified, on or before the 7th day of April, 1949. Provided that a copy of this Order be served on the Exceptant on or before the 1st day of April, 1949.

Benjamin Michaelson, Judge.

Filed March 22, 1949

ORDER

It is this twenty-second day of March, 1949, by the Circuit Court for Anne Arundel County, ORDERED, that Frederic G. Kerr show cause to the contrary, if any he may have, why the sale of the mortgaged premises on February 18, 1949, as reported by Carroll H. Albaugh, the Attorney named in the Mortgage, should not be ratified, on or before the 7th day of April, 1949. Provided that a copy of this Order be served, by Registered Mail, on the Exceptant on or before the 1st day of April, 1949.

Benjamin Michaelson, Judge.

Filed March 22, 1949

EXCEPTIONS TO RATIFICATION OF SALE

To the Honorable, the Judges of said Court!

The defendant, Laurette D. Kerr, and Frederick G. Kerr, her husband, who joined in the mortgage in this matter, respectfully except to the ratification of the foreclosure sale herein reported and for reasons state the following:

1st: That said sale was contrary to an agreement with the mortgagor, Mr. Carroll H. Hynson, that upon payment of interest and cost and for other good and sufficient considerations he would extend the time for compliance with the terms of said mortgage, to enable the mortgagees to refinance said mortgage debt.

2nd: That your exceptants relied upon said agreement until the day before said sale when the Attorney for the mortgagee Carroll H. Hynson insisted on making the sale against the wishes and directions of the said mortgagee, for reasons that will appear at the hearing of these exceptions.

3rd: That for reasons above stated or referred to your exceptants were surprised, and unprepared to protect themselves, or their property rights,at said sale.

4th: That the selling price was grossly inadequate.

5th: And for other reasons to be assigned at the hearing of these exceptions.

Linwood L. Clark, Attorney for Exceptants.

THIS is to certify that a copy of these Exceptions was mailed to Carroll H.Albaugh Attorney for Carroll H. Hynson this 6th day of April, 1949.

Linwood L. Clark. Attorney for Exceptants.

Filed April 6", 1949

REQUEST TO STRIKE APPEARANCE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The undersigned attorney, Linwood L. Clark, respectfully requests leave to have his appearance for exceptants to Ratification of Sale stricken out for the following reasons:

(1) That he no longer represents either Laurette D. Kerr or Frederick G. Kerr.

(2) That he was employed only to file the exceptions to the ratification of the sale in this case, for which no charge was made.

(3) That said Frederick G. Kerr represented to him that he would return to Annapolis Thursday April the 8th to employ counsel to try said exceptions when set for hearing.

Linwood L. Clark, Attorney

Filed April 7", 1949.

THE ABOVE request is subscribed and sworn to by Linwood L. Clark, Attorney, before me, this 7th day of April, 1949.

(Notarial Seal) Noah A. Hillman, Notary Public.

ORDER

UPON the foregoing request and affidavit leave is hereby granted to Linwood L. Clark to have his appearance striken out, and a rule is hereby laid upon the exceptants or either of them, to the ratification of the sale in this matter, to employ new counsel, and be prepared to try said exceptions on the 16th day of April at 10 o'clock.

Benjamin Michaelson, Judge.

THIS is to certify that a copy of the above request has been mailed to Carroll H. Albaugh Attorney, this 7th day of April, 1949. LINWOOD L. CLARK, Attorney

Filed April 7, 1949

ORDER TO ENTER APPEARANCE.

Mr. Clerk: Please enter my appearance in this matter on behalf of Laurette D. Kerr and Frederick G. Kerr, her husband,

Samuel Schenker. Attorney for

Laurette D. Kerr and Frederick G. Kerr.

Filed April 22", 1949.

EXHIBIT 1. J.D.S.

THIS AGREEMENT, made this 18th day of February, 1949, by and between Oliver Clark, Carroll Hynson and Fred Kerr and Laurette Kerr, his wife, witnesseth:

Whereas, the said Clark and Hynson are the holders of a mortgage on the property of Kerr and wife located at Sylvan Shores, advertised to be sold this day;

Whereas, the parties have agreed, to proceed with the sale with the understanding that said Kerr and wife shall have the right to re-purchase the property if either Clark or Hynson are the purchasers.

Now, therefore, this Agreement witnesseth, that for and in consideration of the sum of One Dollar and other valuable considerations, receipt whereof is acknowledged, by said Clark and Hynson, the parties agree:

1. That if either Oliver Clark or Carroll Hynson shall purchase the property described in Liber J.H.H. No. 478, folio 205, Land Records of Anne Arundel County, they will resell the same to said Fred Kerr and wife in the same amount that they bid plus such costs and interest as may be proper, subject to final ratification.

2. That the said Kerr and wife shall have sixty days from date hereof to re-purchase said property, payment to be in cash.

Witness the Hands and Seals of the parties hereto.

Oliver Clark, by (SEAL)
Louis M. Straus, Agent & Atty.
Carroll Hynson, (SEAL)
Frederic G. Kerr (SEAL)
Laurette D. Kerr (SEAL)

Witness
Carroll H. Albaugh

Filed April 23, 1949

EXHIBIT # 2. JDS.

CARROLL H. ALBAUGH
Attorney at Law
Annapolis, Md.PO Box 924.

February 4, 1949

Mrs. Laurette D. Kerr,
Riva, Maryland.

Dear Mrs. Kerr:

I have received your money order made out to Mr. Hynson in the amount of $50.00, and this is being applied to the interest owed to date. As you know, however, both principal and interest are long overdue, and it has been necessary to institute foreclosure proceedings.

I am enclosing herewith a copy of the hand bill. If you are able to sell the property or re-finance prior to the date named in the hand bill, I will be happy to discuss this matter with you and let you know exactly how much money will be necessary. If you are not able to do this, the property will be sold on the date named in the advertisement.

CHA:bks
cc: Frederic G. Kerr
P.O.Box 684 ,Annapolis, Maryland,

Very truly yours,
Carroll H. Albaugh

Filed April 23, 1949

EXHIBIT # 3. J.D.S.

June 21, 1948

We, Laurette D. Kerr and Frederic G. Kerr, for and in consideration of the purchase of the present mortgage to Carl W. Riddick and Flossie S. Riddick (his wife) (covering lot #99 in Sylvan Shores) by Carroll H. Hynson due hereby covenat and agree to execute to Carroll H. Hynson a mortgage covering Lot #99 in Sylvan Shores when presented by Carroll H. Hynson. Said mortgage is to be in an amount to cover the present mortgage, interest and expenses of foreclosure, outstanding judgments against Laurette D. Kerr individually and jointly with Frederic G. Kerr, Sr., the judgment in favor of Carroll H. Hynson against Frederic G. Kerr, Sr., and Frederic G. Kerr, 2nd, and expense of title examination and is to be for a period of Six Months and shall bear interest at the rate of Six Per Cent per Annum. The judgment held by Carroll H. Hynson shall be assigned to Laurette D. Kerr. It is agreed by Laurette D. Kerr that she is assuming the judgment held by Carroll H. Hynson.

WITNESS:
Carroll H. Albaugh

Laurette D. Kerr (SEAL)
Frederic G. Kerr, Sr., (SEAL)

Filed April 23", 1949

MEMORANDUM AND ORDER OF COURT

The mortgagors in these proceedings filed exceptions to the ratification of the sale of the real estate herein described. At a hearing before the Court on

the merits of said exceptions, it was agreed between the purchaser and the mortgagee on the one part, and the mortgagors on the other part, that the mortgagors be granted an extension of time until June 23, 1949, to arrange for re-financing the mortgage debt and costs. The mortgagors not having been able to obtain a loan to redeem their property, and the time for so doing having expired,

It is thereupon, this 24th day of June, 1949, ADJUDGED, ORDERED AND DECREED by the Circuit Court for Anne Arundel County, that the exceptions to the ratification of sale be, and the same are hereby, overruled; and

It is further ORDERED that the sale made and reported by the attorney named in the mortgage 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.

Benjamin Michaelson, Judge.

Filed June 24", 1949.

ORDER TO FILE AN APPEAL

Mr. Clerk:

Please file an appeal in this matter.

Samuel Schenker, Attorney for Laurette D.Kerr.

Service made by mailing copy of this notice to Louis Strauss, attorney for purchaser, Oliver Clark and Carroll Albaugh, attorney for mortgagee, Carroll Hynson.

Filed July 22" 1949

ORDER TO STRIKE OUT APPEAL FILED.

Mr. Clerk:

Please strike out the appeal in this matter.

Samuel Schenker, Attorney for Laurette D. Kerr

Service made by mailing copy of this notice to Louis Strauss, attorney for purchaser, Oliver Clark and Carroll Albaugh attorney for mortgagee, Carroll Hynson.

Filed September 7, 1949

ooo (After petition) ORDER

Upon the aforegoing petition, affidavit and certificate and consent it is this 2nd day of November, 1949, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the name of George W. Clark be substituted as the purchaser in each and every place where the name of Oliver Clark appears in these proceedings, nonc pro tunc.

Benjamin Michaelson, Judge.

Filed November 2, 1949

ooo PETITION and ORDER FOR CHANGE OF PURCHASER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Louis M. Strauss respectfully represents:

1. The property mentioned in the report of sale in this cause was sold on February 18, 1949 by Carroll H. Albaugh, Attorney named in the mortgage and purchased by your orator as agent for Oliver Clark at and for the price of Two Thousand Four Hundred ($2,400.00) Dollars.

2. Said sale was finally ratified and confirmed by this Honorable Court on June 24, 1949.

3. Your orator is informed, and therefore avers that the said Oliver Clark did not in-

tend to purchase said property and that his name should not have appeared therein.

4. Your orator is further informed, and therefor avers that when the said Oliver Clark requested him to purchase the property it was with the intention that said property be purchased for his son, George W. Clark, who owns other property in the immediate vicinity and is the owner of property in said vicinity which is being mortgaged to finance the purchase of the property purchased at said sale.

TO THE END, THEREFORE:

L. That an order be passed, nunc pro tunc, substituting the name of George W.Clark in each and every place where the name of Oliver Clark appears in these proceedings.

Louis M. Strauss, Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY' to wit:

I hereby certify that on this 31st day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis M. Strauss and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Alice L. Wood, Notary Public.

CERTIFICATE

The facts as above stated are correct and we consent to the passage of an order as prayed and we agree to be bound by said order as though the name of George W.Clark had been used in the first instance.

Oliver Clark

George W. Clark,

Service of copy admitted this 2nd day of November, 1949, I hereby consent to the passage of the attached order.

Carroll H. Albaugh,

Attorney named in the mortgage.

(Order of Court on Page 461)

Filed November 2, 1949

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE, made this 16th day of September, 1948, by and between CARROLL H. HYNSON, Mortgagee, party of the first part and OLIVER CLARK, Assignee, party of the second part, both of Anne Arundel County, State of Maryland,

WHEREAS CARROLL H. HYNSON is the holder of a mortgage in the amount of Three Thousand Seventeen and Sixty-Five One Hundredths ($3,017.65) Dollars, dated the Twenty-Third day of June, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 478, folio 205, and

WHEREAS the said OLIVER CLARK has paid to the said CARROLL H. HYNSON the sum of One Thousand ($1,000.00) Dollars for the purpose of purchasing an interest in said Mortgage.

NOW THEREFORE THIS ASSIGNMENT OF MORTGAGE WITNESSETH: That, in consideration of the premises and the sum of One $1.00) Dollar, the said CARROLL H. HYNSON doth assign and set over unto the said OLIVER CLARK an interest in the aforesaid Mortgage to the extent of One Thousand ($1,000.00) Dollars, it being understood by the parties hereto

that should the full amount of the Mortgage and interest thereon not be recovered such money as may be recovered shall be shared on pro rata basis.

AS WITNESS THE hand and seal of the said Mortgagee.

Witness CARROLL H. HYNSON (SEAL)

Carroll H. Albaugh

Filed November 29, 1949.

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 2, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Laurette D. Kerr,		in ac..
To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	136.11	186.11
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendant's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	21.75	
Jos. W. Alton-Sheriff's costs	5.00	
Auditor - stating this account	13.50	60.25
To Attorney for Expenses, viz:		
The Southern Md. Times-advertising sale	57.60	
The Southern Md. Times-order nisi (sale)	5.00	
The Southern Md. Times-Order nisi (acct.)	5.00	
Glens Falls Indemnity Co., bond premium	16.00	
George W. Scible- auctioneer's fee	20.00	
C.F.Lee & Co.-insurance premium (adjusted to 11/25/49)	6.48	
Henry J. Tarantino-fee for legal services rendered as per order of Court dated 11/29/49)	50.00	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.92	
Edward G. Chaney- notary fee	.50	164.43
To Attorney for Taxes, viz:		
1949 State and County taxes ($29.49-adjusted to 2/18/49)	3.70	3.70
Balance for distribution to mortgagee and assignee- $3,122.58		
Distributed as follows:		
To Carroll H. Hynson,mortgagee-on account mortgage claim - .97993%	2,085.13	
To George W. Clark,assignee-on account mortgage claim - .97993%	1.037.45	3,122.58
		3,537.07
Amount of claim of Carroll H.Hynson,mortgage, with interest to 9/7/49	2,127.78	
Cr. Amount allowed as above	2,085.13	
Balance subject to decree in personam	42.65	

Amount of claim of George W. Clark, Assignee, with

interest to 8/7/49	1,058.67	
Cr. Amount allowed as above	1,037.45	
Balance subject to decree in personam	21.22	
with Carroll H. Albaugh, Attorney named in Mortgage		Cr.
1949		
Feb. 18. Interest on deferred payment to 11/25/49	137.07	3,537.07
		3,537.07

Filed December 5, 1949

ORDER NISI

ORDERED, This 5th day of December, 1949, 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, 1950, 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, 1950 next.

John H. Hopkins, 3rd, Clerk.

Filed December 5, 1949

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 (3) three successive weeks before the 6th day of January 1950. that is to say: the same was inserted in the issues of Dec. 8, 15, and 22, 1950.

THE SOUTHERN MARYLAND TIMES

J. C. Collinson, Jr., Bookkeeper.

Filed January 9", 1950.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 9th day of January, 1950, 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.

BENJAMIN MICHAELSON, JUDGE.

Filed 9" January, 1950

WALTER S. CALWELL, Assignee,	:	NO. 9706 In Equity
vs	:	IN THE CIRCUIT COURT
RICHARD E. BRYANT AND	:	FOR
ROSE M. BRYANT, his wife.	:	ANNE ARUNDEL COUNTY.

: ::: : : : :

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'" -

1. Original Mortgage from the said Richard E. Bryant and Rose M. Bryant, his wife to The Title Guarantee Company, dated January 14th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 452 folio 430, with Short Assignments

at the foot thereof, the last dated May 6th,1949 from The County Trust Company to the Plaintiff.

Walter S. Calwell - Assignee

James J. Lee, Solicitor for Plaintiff.

Filed May 27", 1949

PLAINTIFF'S EXHIBIT 'A' - MORTGAGE

THIS MORTGAGE, Made this 14th day of January,A. D. 1948, by and between RICHARD E. BRYANT and ROSE M. BRYANT, his wife, of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE TITLE GUARANTEE COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Sixty-four Hundred Dollars ($6400.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Title Guarantee Co., in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-eight and 78/100 Dollars ($38.78) commencing on the first day of February,1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1968.

Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal,surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator. Said mortgagees have this day made and passed to said mortgagee, their negotiable promissory note, of even date, in monthly installments, with interest.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents. Said principal sum was used by the mortgagors as part of the purchase money of the hereinafter described property.

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

BEGINNING for the same at the intersection formed by the east line of First Street, as now laid out 55 feet wide, and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 97 feet 8 and one-quarter inches southerly, measured along the east line of First

Street, from the south line of Townsend Avenue, as now laid out 30 feet wide; and running thence continuously south 78 degrees east 100 feet, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a 15-foot alley there laid out, with the right of user thereof in common with others; thence, binding on the west line of said alley, south 12 degrees west 17 feet 10 inches to the intersection formed by the west line of said 15-foot alley and the extension easterly of the center line of a party wall constructed in part on the land herein being described; thence continuously north 78 degrees west 100 feet, binding on the said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the said east line of First Street; thence, binding on the said east line of First Street, north 12 degrees east 17 feet 10 inches to the place of beginning. The improvements whereon are known as No. 909 First Street,

BEING the same property which, by deed dated January 14, 1948, and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the said mortgagors in fee simple.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

TOGETHER with all bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heater, gas and electric ranges, laundry tubs, built in medicine cabinets, screens, screen doors storm windows, storm doors, lightning fixtures, heating plant, piping tubing radiators, oil burner units, piping tubing and motors used in connection therewith.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

And the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the

provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth.

(1) premium charges under the contract of insurance with the Federal Housing Administrator;

(11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums.

(111) interest on the mortgage debt secured hereby; and

(1V) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agreed to pay a "Late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated

under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and ajall be secured by this mortgage

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the Mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That the Mortgagee shall have the right to declare a default under this

mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 2 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators 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: Richard E. Bryant (SEAL)

Albert E. Mitchell Rose M. Bryant (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of January, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared RICHARD E. BRYANT and ROSE M. BRYANT, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

(Notarial Seal) Albert E. Mitchell, Notary Public

Recorded 22nd Jany 1948, at 2:00 P.M. Liber JHH 452-Fol 430.

FOR VALUE RECEIVED and wuthout recourse, The Title Guarantee Company (Baltimore, Md.) hereby assigns the within mortgage to THE COUNTY TRUST COMPANY (Tarrytown, New York).

WITNESS the Corporate Sesl of said Company and the signature of the Vice President, this 14th day of January, 1948.

THE TITLE GUARANTEE COMPANY BALTIMORE, MARYLAND

Attest:

Clifford L. Knight,

Asst. Secretary (CORPORATE SEAL) George H. Schmidt Vice President.

Recorded January 22, 1948-at 2:00 P.M.

This rider is attached to and is a part of a certain mortgage made by Richard E. Bryant and Rose M. Bryant, his wife, to The Title Guarantee Company dated January 14th 1948, and recorded January 22nd, 1948 in Liber ___ 452, Page 430.

FOR VALUE received, The County Trust Company, Tarrytown, New York, hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTEST: C S THE COUNTY TRUST COMPANY

By Edward P. Hanyen, Vice President.

Mary T Lynch, Asst. Secretary.

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 6th day of May, 1949,

(County Trust Company Seal)

Recorded January 22, 1949 at 2:00 P.M. Liber JHH. 452 Fol. 433.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said Richard E. Bryant and Rose M. Bryant, his wife, to Title Guarantee Company dated the 14th day of January, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 452, folio 430.

Amount of Loan	$6400.00
Less- amount paid in principal	141.21
	6258.79

Plus-unpaid interest to September 20th, 1949	243.46
	6502.25
Plus- overdraft in expense account	45.83
	$6,548.08

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 19th day of September, in the year nineteen hundred and forty-nine, before me the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. Callahan, Agent of Mortgagee,and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

(Notarial Seal) CLARA M. LINK, - Notary Public

Filed September 20", 1949

NEW AMSTERDAM CASUALTY COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS, That we, Walter S. Calwell, Assignee, 7 St.Paul 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 SIX THOUSAND SEVEN HUNDRED AND 00/100 ($6,700.00) 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 16th day of September, in the year nineteen hundred and forty-nine.

WHEREAS , the above bounden Walter S. Calwell, Assignee, by virtue of the power contained in a Mortgage from Richard E. Bryant and Rose M. Bryant, his wife, to The Title Guarantee Company bearing date the 14th day of January, nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H, No. 452, Folio 430, and which mortgage has been assigned to Walter S. Calwell, 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.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden Walter S. Calwell, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property,or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
Clara M. Link

WALTER S. CALWELL, Assignee (SEAL)
NEW AMSTERDAM CASUALTY COMPANY
By C. S. Weech,
Vice--President

Attest:
L. J. Biemiller
Assistant Secretary.

(Corporate Seal)

Filed & Approved this 20" day of Sept. 1949.

John H. Hopkins, 3rd, Clerk.

Military Affidavit

Equity No. 9706.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of September, 1949, before me, the subscriber, a Notary Public, in and for the City of Baltimore. State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Richard E. Bryant and Rose M. Bryant, his wife, against whom foreclosure proceedings were instituted is 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, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell, Affiant. Clara M. Link,- Notary Public

James J. Lee, Solicitor for Plaintiff. (Notarial Seal)

Filed Sept. 28", 1949

CALLAHAN, CALWELL AND PENNIMAN, Solicitors.

ASSIGNEE'S SALE

OF FEE SIMPLE PROPERTY

No.909 First Street, Brookwood ,Fifth District of Anne Arundel County,Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Richard E. Bryant and Rose M. Bryant, his wife, to The Title Guarantee Company,dated January 14th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 452 folio 430 (default having occurred thereunder) the undersigned Assignee will sell at Public Auction at the Court House Door in Annapolis, on TUESDAY, SEPTEMBER 20th, 1949, AT 3:05 P.M. (Daylight Savings Time)all that lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the east line of First Street, as now laid out 55 feet wide, and the extension westerly of the centre line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 97 feet 8 and ¼ inches southerly measured along the east line of First Street from the south line of Townsend Avenue, as now laid out 30 feet wide, and running thence continuously south 78 degrees east 100 feet binding on the centre line of said party wall so extended, the centre line of said party wall and the centre line of said party wall extended easterly to intersect the west line of a 15 foot alley there laid out with the right of user thereof in common with others thence binding on the west side of said alley south 12 degrees west 17 feet 10 inches to intersection formed by the west line of said 15 foot alley and the extension easterly of the centre line of a party wall constructed in part on the land herein being described, thence continuously north 78 degrees west 100 feet binding on the said centre line of said party wall westerly to intersect the said east line of First Street, thence binding on the said east line of First Street north 12 degrees east 17 feet 10 inches to the place of beginning. In fee simple.

The improvements consist of a 2 story brick,row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE- A cash deposit of $300.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and

all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL, Assignee.

SAM W. PATTISON & CO., Auctioneers. 8-15

Filed September 28, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 28, 1949

We hereby certify that the annexed Assignee's Sale 909 First St., Brookwood-Richard E. Bryant- 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 20th day of September, 1949. The first insertion being made the 25th day of August, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated January 14th 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 452, folio 430 from said Richard E. Bryant and Rose M. Bryant, his wife, to Title Guarantee Company and duly assigned to The County Trust Company, which Mortgage is filed in said cause pending, respectfully shows-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Assignee, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 20th day of September, 1949, at 3.05 P.M. (Daylight Savings Time) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

On the east line of First Street 97 feet 8 1/4 inches south of Townsend Avenue, fronting southwesterly 17 feet 10 inches with an even depth southeasterly of 100 feet to west line of a 15 foot alley, the improvements whereon are known as No. 909 First Street, being more particularly and at length described in the aforementioned and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Three Hundred ($300.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The said fee simple property was sold to The County Trust Company, at and for the sum of Seven Thousand ($7,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell, Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made, WITNESS my hand and Notarial seal.

James J. Lee, Solicitor for Plaintiff. Clara M. Link, Notary Public

(Notarial Seal)

Filed September 28, 1949

ORDERED, this 28" day of September, 1949, That the sale of the property mentioned in these proceedings made and reported by Walter S. Calwell, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29" 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 29" day of October next. The report states that the amount of sales to be $7,000.00.

True Copy; TEST: John H. Hopkins, 3rd, Clerk.

John H. Hopkins, 3rd, Clerk.

Filed 28th September, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 2, 1949.

We hereby certify, that the annexed Order Nisi,-Eq.#9706 -RICHARD E. BRYANT - was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis,once a week, for 3 successive weeks, before the 29th day of October, 1949. The first insertion being made the 29th day of September, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

BY. R. L. Brown,

Filed November 2, 1949.

FINAL ORDER

ORDERED BY THE COURT, This 2d day of November, 1949 that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

BENJAMIN MICHAELSON, A. J.

Filed November 2, 1949.

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account.December 9,1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell, Assignee, vs Richard E. Bryant and Rose M. Bryant,his wife, in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	240.00	290.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor- stating this account	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press -advertising sale	39.00	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
New Amsterdam Casualty Co.-bond premium	26.80	

Sam W. Pattison & Co.,-auctioneer's fee	25.00	
One-half Federal revenue stamps	3.85	
One-half State revenue stamps	3.85	
Clara M. Link - notary fees	1.20	109.70
To The County Trust Company, Assignee of the morthahe filed in these proceedings-in full for mortgage claim filed	6,548.08	6,548.08
To Richard E. Bryant and Rose M. Bryant, his wife, Mortgagors - this balance	39.56	39.56
		7,025.09

with Walter S. Calwell, Assignee Cr.

1949		
Sept. 20 Proceeds of Sale	7,000.00	7,000.00
Refund 1949 State and County taxes ($83.19-adjusted to 9/20/49)	23.12	
Refund 1949 water main and sewer benefit charge ($7.04-adjusted to 9/20/49)	1.97	25.09
		7,025.09

Filed January 21, 1950

ORDER NISI

ORDERED, This 13" day of December, 1949, 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 14" 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 14" day of January next.

True Copy Test: John H. Hopkins, 3rd, Clerk.
John H. Hopkins, 3rd, Clerk.

Filed 13 December, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 16, 1950.

We hereby certify, that the annexed Order Nisi-Eq. #9706 Auditor's Account-RICHARD E. Bryant was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of January, 1950. The first insertion being made the 21st day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 6860 By R. L. Brown

FILED January 20, 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE-COURT, THIS 21st day of January, 1950, 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.

Benjamin Michaelson,

Judge.

Filed January 20, 1950.

WALTER S. CALWELL, Assignee	:	NO. 9708 EQUITY
vs	:	IN THE CIRCUIT COURT
MONROE T. ROBINSON AND	:	FOR
PAULINE ROBINSON, his wife.	:	ANNE ARUNDEL COUNTY.

: : : : : :

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked Plaintiff's Exhibit 'A' "-

1. Original Mortgage from the said Monroe T. Robinson and Pauline robinson, his wife, to Washington Irving Trust Company, dated June 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 461, with Short Assignments at the foot thereof, the last dated May 6th, 1949 from The County Trust Company to the Plaintiff.

Walter S. Calwell,-Assignee.
James J. Lee,
Solicitor for Plaintiff.

Filed May 27, 1949

PLAINTIFF'S EXHIBIT "A"

M O R T G A G E

THIS MORTGAGE, Made this 19th day of June, A.D., 1947, by and between MONROE T. ROBINSON and PAULINE ROBINSON, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money being part of the purchase money for the property hereinafter described, in the principal sum of SIXTY TWO HUNDRED Dollars ($6200.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown Westchester County, New York, or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY TWO and 74/100 Dollars ($32.74), commencing on the first day of August, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1972. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until

maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

BEING known and designated as Lot No. 71 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4 Plat No. 10. The improvements whereon are known as 5001 Brookwood Road, (formerly 239 Brookwood Road.)

BEING the same lot of ground which by an Assignment dated of even date herewith and Recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by the Eljo Homes, Inc., unto said Mortgagors herein.

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

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

TO HAVE AND TO HOLD the said lots of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) Dollars, payable half-yearly on the 15th. days of June and December.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

AND the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and interest

payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay the the Federal Housing Commissioner.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth.

(I) premium charges under the contract of insurance with the Federal Housing Commissioner.

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums.

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

(IV Amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitutes an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If,however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance

with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or Municipal charges, fines, or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four per cent (4%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and teat excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form accetable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property

7. That it shall be deemed a default under this mortgage if he shall sell,cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 5 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 5 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility),the Mortgagee or the holder of the note may, at its option declare all sums secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.

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

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

J. Hodge Smith Pauline Robinson (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 19th day of June, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Monroe T. Robinson and Pauline Robinson, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

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

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

(Notarial Seal) J. Hodge Smith, Notary Public.

Filed June 26,1947,at 11 A.M., Liber J.H.H. No. 297,Folio 461

Filed May 27, 1949

SHORT ASSIGNMENT

FOR VALUE RECEIVED, the Washington Irving Trust Company hereby assigns the foregoing mortgage and the debt thereby secured without recourse, representation or warranty to The County Trust Company, this 30th day of July, 1947.

AS WITNESS, the signature of the said body corporate by the hand of Edward P.Hanyen, its Vice-President, and its corporate seal hereto affixed.

ATTEST: WASHINGTON IRVING TRUST COMPANY

MARY T. LYNCH, Asst. Secretary. BY: EDWARD P, HANYEN, Vice President.

(CORPORATE SEAL.)

Received for record 13 May, 1949,at 1:30 P.M.; Liber J.H.H. 297,folio 464.

SHORT ASSIGNMENT

This rider is attached to and is a part of a certain mortgage made by Monroe T. Robinson and Pauline Robinson, his wife, to Washington Irving Trust Company dated June 19th, 1947 and recorded June 26th,1947, in Liber 297,Page 461

For value received, The County Trust Company hereby assigns the within and aforegoing mortgage to Walter S. Calwell,for the purpose of foreclosure.

ATTEST: Mary T. Lynch, (Corp.Seal) Asst. Secretary. THE COUNTY TRUST COMPANY By Edward P. Hanyen, Vice President.

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 6th day of May, 1949.

(County Trust Co. Seal)

Filed May 27, 1949,

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of The County Trust Company under the mortgage from said Monroe T. Robinson and Pauline Robinson, his wife to Washington Irving Trust Company dated the 19th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297, folio 461

Amount of Loan	$6200.00
Less- amount paid in principal	172.74
	6027.26
Plus -Unpaid interest to 7/26/1949	218.31
	6245.57
Plus - overdraft in expense account	31.20
	6276.77

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 25th day of July in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. Callahan, the Agent of The County Trust Company, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

(Notarial Seal) Clara M. Lynch - Notary Public

NEW AMSTERDAM CASUALTY COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS.That we, Walter S. Calwell, Assignee, 7 St. Paul 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 SIX THOUSAND FOUR HUNDRED AND 00/100 ($6,400.00) 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 25th day of July, in the year nineteen hundred and forty-nine.

WHEREAS, the above bounden Walter S. Calwell, Assignee, by virtue of the power contained in a Mortgage from Monroe T. Robinson and Pauline Robinson, his wife, to Washington Irving Trust Company, bearing date the 19th day of June nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 297, Folio 461, and which mortgage was assigned to Walter S. Calwell, 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.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden Walter S. Callwell, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void,

otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of
Clara M. Link,
Attest:
V.N. Mercier, Assistant Secretary.

Walter S. Calwell (SEAL)
NEW AMSTERDAM CASUALTY COMPANY
By G. Lee Burgess,
Vice President.
(CORPORATE SEAL)

Filed & Approved this 26" day of July, 1949.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of July, 1949, before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Monroe T. Robinson and Pauline Robinson, his wife, against whom foreclosure proceedings were instituted are not in the Military Service of the United States, or of any Nation with which the Unided 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 a member of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendants

Walter S. Calwell, -Affiant
James J. Lee, Solicitor for Plaintiff.

Clara M. Link, Notary Public.
(Notary Seal)

Filed August 10, 1949

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated June 19th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 461 from said Monroe T. Robinson and Pauline Robinson, his wife to Washington Irving Trust Company and duly assigned to The County Trust Company, which Mortgage is filed in said cause pending, respectfully shows-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Assignee, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 26th day of July, 1949, at 3:05 P.M., (Daylight Savings Time) attend on the premises and then and there sold the Leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 71 as laid down and shown on Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4 Plat No. 10, the improvements whereon are known as No. 5001 (formerly 239) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto. Subject to the annual ground rent of $78.00.

BY TERMS OF SALE, a cash deposit of Three Hundred ($300.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan

Sanitary and District liens, if any, be adjusted to day of sale.

The said leasehold property was sold to The County Trust Company at and for the sum of Six Thousand ($6,000.00) Dollars, said purchaser being then and there the highest bidder.

WALTER S. CALWELL, Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of July,1949, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Clara M. Link, Notary Public

James J. Lee, Solicitor for Plaintiff.

Filed August 10, 1949.

LEGAL NOTICE

CALLAHAN, CALWELL AND PENNIMAN, Solicitors.

ASSIGNEE SALE OF VALUABLE LEASEHOLD PROPERTY

No. 5001 Formerly 239 Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Monroe T. Robinson and Pauline Robinson, his wife, to Washington Irving Trust Company, dated June 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297, folio 461 (default having occurred thereunder) the undersigned, Assignee of said mortgage, will sell at Public Auction at the Court House Door on TUESDAY, JULY 26TH, 1949 at 3L05 P.M. (Daylight Saving Time) all that lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:

BEING known and designated as Lot No. 71 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat No. 10.

Subject to the payment of the annual ground rent of $78.00.

The improvements consist of a 2 story brick, row two family dwelling, containing 6 rooms and two baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $300.00 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 of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments, and public charges to be adjusted to date of sale.

SAM W. PATTISON & Co., Auctioneer. WALTER S. CALWELL, Assignee. Jy.21

Filed August 10, 1949.

ORDER NISI

ORDERED, this 10" day of August, 1949 That the sale of the property mentioned in these proceedings made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6" 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 6" day of September next. The report states that the amount of sales to be $6,000.

John H. Hopkins, 3rd, Clerk.

Filed August 10, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 17, 1949

We hereby cerfify, that the annexed Order Nisi-Eq. #9708-Monroe T. Robinson- 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 Sept, 1949.The first insertion being made the 11th day of August,1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG.8994 By R. L. Brown

Filed October 14", 1949

FINAL ORDER

ORDERED BY THE COURT,This 2nd day of November, 1949, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Comfirmed 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.

BENJAMIN MICHAELSON, A. J.

Filed November 2, 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. December 8, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell,Assignee,vs Monroe T.Robinson and Pauline Robinson,his wife, in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	210.00	260.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press-advertising sale	26.00	
Capital-Gazette Press- order nisi (sale)	5.00	
Capital-Gazette Press-order nisi (acct.)	5.00	
New Amsterdam Casualty Co.-bond premium	25,60	
Sam W. Pattison & Co. -auctioneer's fee	20.00	
One-half Federal revenue stamps	3.30	
One-half State revenue stamps	3.30	
Clara M. Link - notary fees	1.20	
		89.40
To Assignee for Liens, viz:		
Ground rent-from 6/15/49 to 7/26/49	8.76	8.76

To The County Trust Company, Assignee of the Mortgage filed in these proceedings-this balance on account mortgage claim	5,650.42	5,650.42
		6,046.33
Amount ofmortgage claim filed.	6,276.77	
Cr. Amount allowed as above	5,650.42	
Balance subject to decree in personam	626.35	
With Walter S. Calwell, Assignee		Cr.
1949:July 26,Proceeds of Sale	6,000.00	6,000.00
Refund 1949 State and County taxes ($97.76-adjusted to 7/26/49)	42.39	
Refund 1949 water main and sewer benefit charges ($9.15- adjusted to 7/26/49)	3.94	46.33
		6.046.33

Filed 13 December, 1949

ORDER NISI

ORDERED, This 13" day of December, 1949, 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 14" 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 14" day of January next.

John H. Hopkins, 3rd, Clerk.

Filed December 13, 1949

CERTIFICATE OF PUBLICATION

Annapolis, MdJanuary 16, 1950

We hereby certify, that the annexed Order Nisi-Eq.,#9708 Auditor's Account-Monroe T. Robinson-was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of January, 1950. The first insertion being made the 21st day of December 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG.6859 By R. L. Brown,

Filed January 20", 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 21st day of January, 1950, 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.

Benjamin Michaelson, Judge

Filed January 21, 1950

WALTER S. CALWELL, ASSIGNEE	:	No. 9714 EQUITY
VS	:	IN THE CIRCUIT COURT
ERNEST M. PUESCHEL and	:	FOR
DOROTHY E. PUESCHEL, his wife.	:	ANNE ARUNDEL COUNTY.

: : : : :

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit 'A'"-

1.Original Mortgage from the said Ernest M. Pueschel and Dorothy E. Pueschel, his wife, to The Title Guarantee Company, dated April 28th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 467 folio 537, with Short Assignments at the foot thereof, the last dated May 31st, 1949 from The County Trust Company to the Plaintiff.

Walter S. Calwell, -Assignee

James G. Lee, Solicitor for Plaintiff.

Filed June 11", 1949

ORIGINAL MORTGAGE

THIS MORTGAGE,Made this 28th day of April, A.D., 1948, by and between ERNEST M. PUESCEHL and DOROTHY E. PUESCHEL, his wife, of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE TITLE GUARANTEE COMPANY a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIXTY-FOUR HUNDRED Dollars ($6400.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid,principal and interest being payable at the office of The Title Guarantee Company, in Baltimore,Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-eight and 78/100 Dollars ($38.78),commending on the first day of May,1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of April, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guaramtor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator. Said mortgagors have this day passed unto the said mortgagee, their negotiable promissory note in said sum, bearing even date herewith, payable with interest as aforesaid.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest should be secured by the execution of these presents. Said sum being used by the mortgagors as part of the purchase money of the hereinafter described property.

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

BEGINNING for the same at the intersection formed by the east line of First Street, as now laid out 55 feet wide and the extension westerly of the center line of a party wall

constructed in part on the land herein being described, said point of beginning being also distant 133 feet 4 1/4 inches southerly measured along the east line of First Street, from the south line of Townsend Avenue, as now laid out 30 feet wide, and running thence continuously south 78 degrees east 100 feet binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a 15 foot alley there laid out, with the right of user thereof in common with others; thence binding on the west line of said alley south 12 degrees west 17 feet 10 inches to the intersection formed by the west line of said 15 foot alley and the extension easterly of the center line of a party wall constructed in part on the land herein being described; thence continuously north 78 degrees west 100 feet binding on the said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the said east line of First Street; thence binding on the said east line of First Street, north 12 degrees east 17 feet 10 inches to the place of beginning. The improvements thereon being known as No. 913 First Street.

BEING the same property which, by deed of even date herewith, and recorede or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the said Ernest M. Pueschel, in fee simple.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

TOGETHER WITH all bath room fixtures,equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heater, gas and electric ranges, laundry tubs, built in medicine cabinets, screens, screen doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing radiators, oil burner units, piping, tubing and motors used in connection therewith.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

AND the Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. That, together with, and in addition to, the monthly payments of principal and

interest payable under the terms of the mortgage debt hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said debt is fully paid, the following sums:

(a) If this mortgage and the mortgage debt hereby secured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured, shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth.

(I) premium charges under the contract of insurance with the Federal Housing Administrator.

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums:

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

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitutes an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee in accordance with the provisions of the mortgage debt secured hereby, full payment of the

entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credut to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum (4½%) per annum and shall be secured by this mortgage.

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards casualties and contingencies in such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt; and upon any such default, whether

or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured here - by not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 2 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

9. That he specially warrants the property herein mortgaged, and that he will execute such further assurance thereof as may be required.

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

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

legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS: Ernest M. Pueschel (Seal)

Albert E. Mitchell Dorothy E. Pueschel (Seal)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY , That on this 28th day of April, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ERNEST M. PUESCHEL AND DOROTHY E. PUESCHEL, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

(Notarial Seal) Albert E. Mitchell, Notary Public

Recorded 6th May, 1948, at 12-M. Liber J.H.H. 467, folio 537.

SHORT ASSIGNMENT.

FOR VALUE RECEIVED, and without recourse, The Title Guarantee Company hereby assigns the within mortgagt to THE COUNTY TRUST COMPANY (Tarrytown, New York,).

Witness the Corporate seal of said Company, and the signature of Vice President this 28 day of April, 1948.

Attest: George H. Schmidt, Vice President.

Clifford L. Knight, Assistant Secretary. (CORPORATE SEAL)

Recorded 6th May, 1948, at 12-M. Liber J.H.H. No. 467-folio 540.

SHORT ASSIGNMENT

THIS rider is attached to and is a part of a certain mortgage made by Ernest M. Pueschel and Dorothy E. Pueschel, his wife to The Title Guarantee Company dated April 28, 1948 and recorded May 6, 1948 in Liber 468, page 537.

For value received, The County Trust Company (Tarrytown, New York) hereby assigns on this 31st day of May, 1949, the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTESTL Mary T. Lynch, THE COUNTY TRUST COMPANY

Asst. Secretary. By Edward P. Hanyen, Vice President

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary Mary T. Lynch, this 31st day of May, 1949.

(Corporate Seal)

Recorded June 7, 1949 In Liber JHH 467-fol. 540.

Filed June 11, 1949

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said Ernest M. Pueschel and Dorothy E. Pueschel, his wife, to The Title

Guarantee Company dated the 28th day of April, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 467,Folio 537.

Amount of Loan	$6400.00
Less-amount paid in principal	87.81
	6312.19
Plus - unpaid interest to 8/30/1949	231.44
	6543.63
Plus - overdraft in expense account	45.24
	$6588.87

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, That on this 29th day of August, in the year nineteen hundred and forty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. Callahan, the Agent of The County Trust Company and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Clara M. Link,- Notary Public.

Filed August 30, 1949

NEW AMSTERDAM CASUALTY COMPANY

KNOW ALL MEN BY THESE PRESENTS, That we, Walter S. Calwell, Assignee, 19 E. Fayette 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 SIX THOUSAND SEVEN HUNDRED AND 00/100 ($6,700.00) 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 hands and seals and dated this 29th day of August, in the year nineteen hundred and fortynine.

WHEREAS, the above bounden Walter S. Calwell, Assignee, by virtue of the power contained in a Mortgage from Ernest M. Pueschel and Dorothy E. Pueschel, his wife, to The Title Guarantee Company, bearing date the 28th day of April nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 467, Folio 537 , and which mortgage was assigned to Walter S. Calwell, 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.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden Walter S. Calwell, Assignee, do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed,Sealed and Delivered in the presence of Walter S. Calwell (Seal)

Clara M. Link, NEW AMSTERDAM CASUALTY COMPANY

(CORPORATE SEAL)

Attest: V. N. Mercier. By G. Lee Burgess

Assistant Secretary.

Filed & Approved this 30" day of August, 1949. John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

J.H.H. Docket No. 13 folio 388 Equity No. 9714

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 31stday of August, 1949, before me, the subscriber a Notary Public, in and for the City of Baltimore, State of Maryland, aforesaid, personally appeared Walter S. Calwell and made oath in due form of law that the Defendants Ernest M. Pueschel and Dorothy E. Pueschel, his wife, against whom foreclosure proceedings were instituted 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 has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not not members of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell,- Affiant. Clara M. Link,

James J. Lee, Notary Public

Solicitor for Plaintiff. (Notarial Seal)

Filed September 14", 1949

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated April 28th, 1948 was recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 467 folio 537 from said Ernest M. Pueschel and Dorothy E. Pueschel, his wife to The Title Guarantee Company and duly assigned to The County Trust Company ,which mortgage is filed in said cause pending, respectfully shows-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place,manner and terms of sale by advertisement inserted in "The Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Assignee, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 30th day of August, 1949, at 3 P.M.,(Daylight Savings Time) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County on the east side of First Street 133 feet 4 1/4 inches southerly from Townsend Avenue, fronting southwesterly 17 feet 10 inches with even depth southeasterly of 100 feet to west side of a 15 foot alley, the improvements whereon are known as No. 913 First Street, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Three Hundred ($300.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale,

The said fee simple property was sold to The County Trust Company at and for the sum of Six Thousand ($6,000.00) Dollars, said purchaser being then and there the highest bidder.

James J. Lee, Walter S. Calwell, Assignee.

Solicitor for Plaintiff.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 31st day of August, 1949, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link,

(Notarial Seal) Notary Public

Filed September 14, 1949

CALLAHAN, CALWELL AND PENNIMAN, Solicitor

VALUABLE FEE SIMPLE PROPERTY

No. 913 First Street, Brookwood, Fifth District of Anne Arundel County.

Under and by virtue of the power and authority contained in a Mortgage from Ernest M. Pueschel and Dorothy E. Pueschel, his wife, to The Title Guarantee Company, dated April 28th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 467, folio 537 (default having occurred thereunder), the undersigned Assignee, will sell at Public Auction at the Court House door in Annapolis on TUESDAY, AUGUST 30th, 1949 at 3 P.M., (Daylight Saving Time) All that lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:

BEGINNING for the same at the intersection formed by the east side of First Street, as now laid out 55 feet wide and the extension westerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 133 feet 4¼ inches southerly measured along the east line of First Street from the south line of Townsend Avenue, as now laid out 30 feet wide, and running thence continuously south 78 degrees east 100 feet binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended easterly to intersect the west line of a 15 foot alley there laid out, with the right of use thereof in common with others, thence binding on the west line of said alley south 12 degrees west 17 feet 10 inches to the intersection formed by the west line of said 15 foot alley and the extension easterly of the center line of a party wall constructed in part on the land herein being described, then continuously north 78 degrees west 100 feet binding on the said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the said east line of First Street, thence binding on said east line of First Avenue north 12 degrees east 17 feet 10 inches to the place of beginning. In fee simple.

The improvements consist of a 2-story brick row 2-family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

Terms of Sale - A cash deposit of $300.00 will be required of the purchaser at the time and place of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL, Assignee.

Sam W. Pattison & Co.

Auctioneer.

a 25

Filed September 14, 1949

J.H.H. No. 66 Equity

ORDER NISI

ORDERED, this 14" day of September, 1949, That the sale of the property mentioned in these proceedings made and reported by Walter S. Calwell, Assignee of mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15" day ofOctober 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 October next.

The report states that the amount of sales to be $6,000.00.

John H. Hopkins, 3rd, Clerk.

Filed September 14, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 2, 1949

We hereby certify that the annexed Order Nisi-Pueschel Eq.#9714 was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County Maryland, once a week for 3 successive weeks before the 15th day of October, 1949. The first insertion being made the 22nd day of September, 1949.

The Capital-Gazette Press, Inc.,

By R. L. Brown,

Filed November 2, 1949

FINAL ORDER

ORDERED BY THE COURT, This 2d day of November, 1949, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown ,although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, A.J.

Filed November 2, 1949

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 7,1949

All of which is respectfully submitted.

Laura L. Jickling, Auditor.

Dr. Walter S.Calwell, Assignee,vs. Ernest M. Pueschel and Dorothy E. Pueschel, his wife,

		in ac.
To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	210.00	260.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	9.00	37.75
To Assignee for Expenses, viz:		

Capital-Gazette Press-advertising sale	37.00	
Capital-Gazette Press -order nisi (sale)	5.00	
Capital-Gazette Press-order nisi (acct)	5.00	
New Amsterdam Casualty Co.-bond premium	26.80	
Sam W. Pattison & Co.,-auctioneer's fee	20.00	
One-half Federal revenue stamps	3.30	
One-half State revenue stamps	3.30	
Clara M. Link- notary fees	1.20	101.60
To The County Trust Company,assignee of the mortgage filed in these proceedings-this balance on account	5,630.71	5,630.71
mortgage claim		6,030.06
Amount of mortgage claim filed	6,588.87	
Cr. Amount allowed as above	5,630.71	
Balance subject to decree in personam	958.16	
with Walter S. Calwell, Assignee		Cr.
1949		
Aug. 30 Proceeds of Sale	6,000.00	6,000.00
Refund 1949 State and County taxes ($83.19-adjusted to 8/30/49)	27.72	
Refund 1949 Water main and sewer benefit charges ($7.03 -adjusted to 8/30/49)	2.34	30.06
		6,030.06

Filed December 12, 1949

ORDER NISI

ORDERED, This 12" day of December, 1949, 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 13" 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 13" day of January next.

True Copy, TEST:
John H. Hopkins,3rd, Clerk. John H. Hopkins, 3rd, Clerk.

Filed December 12, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 4, 1950.

We hereby certify, that the annexed Order Nisi, Eq. #9714-Auditor's Account-Ernest M. Pueschel was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of January 1950. The first insertion being made the 14th day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 7592 By R. L. Brown,

Filed January 20, 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, This 21st day of January,1950,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,

BENJAMIN MICHAELSON, Judge.

Filed 21 January, 1950

IN THE MATTER OF	:	No. 9767 EQUITY
THE PETITION OF	:	IN THE CIRCUIT COURT
ALICE H. HOFFMAN, mother of	:	FOR
CHARLES ROWAN PETTINGILL, an infant.	:	ANNE ARUNDEL COUNTY

: : : : : : :

PETITION FOR CHANGE OF NAME OF INFANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Alice H. Hoffman on behalf of Charles Rowan Pettingill, her infant son, respectfully represents unto Your Honors:

FIRST: That she is a lifelong resident of Anne Arundel County, and, for the past two years, has resided in Truxton Heights, Annapolis, Maryland.

SECOND: That she was formerly married to Charles Pettingill, from whom she was divorced by this Court on August 30, 1945, at which time she was awarded the custody of Charles Rowan Pettingill, their infant child, and alimony for his support of $10.00 per week.

THIRD: That these payments were made irregularly for about five weeks by the said Charles Pettingill and then permanently discontinued.

FOURTH: That the said Charles Pettingill is now residing at No. 2331 Frederick Avenue, Baltimore, Maryland.

FIFTH: That on the 21st day of September, 1945, she was married to William Holmes Hoffman at Glen Burnie, Maryland, and that they took her son into their home, where he has ever since resided. That two children, William Holmes Hoffman, IV, age 20 months, and Maurice Edward Hoffman, age 9 months, were born unto them as a result of their said marriage.

SIXTH: That the said Charles Rowan Pettingill is now approaching six years of age and is about to be entered into public school; and your petitioner would prefer having him enrolled under the name of "Hoffman", rather than "Pettingill," to avoid confusion both in school and at home with her other children.

SEVENTH: She further alleges that the father of said infant child, Charles Pettingill, has shown no interest in his son since his birth; and she, therefore, does not feel that he should continue bearing his father's name.

EIGHTH: That your petitioner has filed this petition on behalf of her infant son, who is incapable of doing so himself.

TO THE END, THEREFORE:

A. That the name of Charles Rowen Pettingill be changed to that of Charles Ronald Hoffman.

B. That your petitioner may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your petitioner the writ of subpoena

directed to the said Charles Pettingill, who resides at No. 2331 Frederick Avenue, Baltimore, Maryland, commanding him 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.

Alice H. Hoffman, Petitioner
Albert J. Goodman, 12 Church Circle
Annapolis, Maryland, Solicitor for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of August, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Alice H. Hoffman 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.

AS WITNESS my hand and Notarial seal.

(Notarial Seal) Grace R. Hartge, Notary Public.

Filed August 12, 1949

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

To Charles Pettingill,
2331 Frederick Ave., Balto. Md.

Greeting:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of Sept. next and ending fifteen days thereafter cause your answer o r other defense to be filed to the complaint of In the Matter of the Petition of Alice H. Hoffman, mother of Charles Rowan Pettingill, an infant against you exhibited in the Circuit Court for Anne Arundel County. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable James E. Boylan, Jr., Chief Judge of the Fifth Judicial Circuit of Maryland, the 4" day of July, 1949. Issued the 12" day of Aug. 1949.

TO THE DEFENDANT(S):

You are required to file your answer or other defense, in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree PRO CONFESSO against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Albert J. Goodman; Address Annapolis, Md.

True Copy; John H. Hopkins, 3rd, Clerk.

Test: John H. Hopkins, 3rd, Clerk.

RECEIVED SHERIFF'S OFFICE Aug 13, 10 13 AM '49 Baltimore, City, Md.

Received 13th day of August, 1949 and forthwith delivered to the Sheriff of Baltimore Md.

Test: M. Luther Pittman, Clerk.

Summoned Charles Pettingill and a copy of the Process with a copy of the Petition left ~~with~~ the Defendant on the 15th day of August, 1949, in the presence of Jesse Fillings,

Dues $2.35 Joseph C. Deegan, Sheriff.

J.H.H. No. 66 Equity

DECREE PRO CONFESSO

CHARLES PETTINGILL, father of Charles Rowan Pettingill, an infant, after having been duly summoned & having failed to appear to the Petition and answer same, according to the command of the said Writ of Summons:

It is thereupon this 23rd day of September, 1949, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Petition be and the same is hereby taken Pro Confesso against said Charles Pettingill.

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 petition.

Benjamin Michaelson, Judge.

Filed September 23", 1949

D E C R E E

Upon consideration of th4 aforegoing petition and affidavit, no cause to the contrary having been shown, it is this 23rd day of November, 1949, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the name of CHARLES ROWAN PETTINGILL, of Anne Arundel County and State of Maryland, be, and it is hereby, changed from CHARLES ROWAN PETTINGILL to CHARLES RONALD HOFFMAN, as is prayed on said petition, and that the said petitioner pay the costs of these proceedings, to be taxes by the Clerk.

Benjamin Michaelson,

Judge.

Filed November 23", 1949.

T H E E N D .