J.H.H. NO. 67 Equity

WALTER S. CALWELL	:	EQUITY NO. 9739.
ATTORNEY NAMED IN MORTGAGE,	:	IN THE CIRCUIT COURT
VS	:	FOR
ROBERT W. WELLING	:	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 Robert W. Welling to The County Trust Company dated June 16th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 476 folio 530.

WALTER S. CALWELL
Attorney Named in Mortgage
James J. Lee
Solicitor for Plaintiff.

Filed July 18, 1949.

ORIGINAL MORTGAGE

THIS MORTGAGE, made this 16th day of June, A. D. 1948 by and between ROBERT W. WELLING 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 per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable 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-SIX and 06/100 Dollars ($46.06) commencing on the first day of August, 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 July, 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, grantor 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. 413 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 5213 (formerly 413) Brookwood Road.

BEING the same lot of ground which by 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 Mortgagor herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, kitchen cabinets, ranges, plumbing accessories, laundry tray, lighting 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 of ground and improvements unto the said Mortgagee, its successors and assigns forever in fee simple.

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the

Federal Housing Administrator for mortgage insurance premiums pursuant to 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;

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;

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

(IV) amortization of the principal of said debt.

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

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing 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 commencment 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 recepts 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 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 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 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 Mortgage 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 cantained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators/successors and assigns of the patties 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: ROBERT W. WELLING (Seal)

J. Hodge Smith.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I Hereby Certify, That on this 16th day of June, 1948, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Robert W. Welling, 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 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

Recorded June 30th, 1948 at 11:00 A.M.

J.H.H. No. 476 Folio 530 A. A. County. Md.

Filed July 18, 1949

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said Robert W. Welling to The County Trust Company dated the 16th day of June,1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 476, Folio 530.

Amount of Loan	$7600.00
Amount paid in principal	62.40
	7537.60
Plus unpaid interest to 8/30/1949	251.30
	7788.90
Plus- overdraft in expense account	60.81
	7849.71

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 BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell, 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 EIGHT THOUSAND AND 00/100 ($8,000.00) 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 29th day of August, 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 Robert W. Welling to The County Trust Company, bearing date the 16th day of June, nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H No. 476,Folio 530, 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.

Wigned, Sealed and Delivered in the presence of Clara M. Link

Walter S. Calwell, (Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess

(Corporate Seal)

Attest:

V. N. Mercier, Assistant Secretary.

Filed & Approved this 30" day of August, 1949.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

J.H.H. Docket No. 13 folio 411 Equity No. 9739.

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, 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 Defendant Robert W. Welling 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 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

James J. Lee,

Solicitor for Plaintiff.

(Notarial Seal)

Filed September 14, 1949

(°°°Report of Sale pg.7-a)

CALLAHAN, CALWELL AND PENNIMAN, SOLICITORS 19 E. Fayette St. Baltimore 2,Md.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

No. 5213 (formerly 413 Brookwood Road, Brookwood, Fifth District of Anne Arundel County.

Under and by virtue of the power and authority contained in a Mortgage from Robert W. Welling to The County Trust Company, dated June 16th, 1948 and recorded among the Land

REPORT OF SALE

WALTER S. CALWELL,	:	No. 9739 Equity.
Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs	:	FOR
ROBERT W. WELLING.	:	ANNE ARUNDEL COUNTY

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney, Named in Mortgage, dated June 16th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 476 folio 530 from said Robert W. Welling to The County Trust Company, which said 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 30th day of August, 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

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Being known and designated as Lot No. 413 as laid down on the 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 Play No. 7, the improvements whereon are known as No. 5213 (formerly 413) 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 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 Seventy-five Hundred ($7500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,

Walter S. Calwell,

Attorney Named in Mortgage

James J. Lee

James J. Lee,

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, 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.

Clara M. Link,

Clara M. Link, - Notary Public

(Notarial Seal)

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ATTORNEY'S REPORT OF SALE SHOULD FOLLOW THIS PAPER. for Page

See No. 7

Filed September 14", 1949.

Records of Anne Arundel County in Liber J.H.H. No. 476, folio 530 (default having occurred thereunder) the undersigned, Attorney named in Mortgage will sell at Public Auction at the Court House door in Annapolis on TUESDAY, AUGUST 30th,1949 at 3:03 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.413 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. 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.

SAM W. PATTISON & CO.,
Auctioneer.

WALTER S. CALWELL ,
Attorney Named in Mortgage.

Filed September 14", 1949

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, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15" 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 15" day of October next. The report states that the amount of sales to be $7500.00.

John H. Hopkins, 3rd, Clerk.

Filed 14" September, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Nov. 2, 1949.

We hereby certify, that the annexed Order Nisi, Eq.,#9739-Robert W. Welling was punlished 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 beingmade the 22nd day of September, 1949.

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

Filed 2" November, 1949

FINAL ORDER

ORDERED BY THE COURT, This 2d day of November, 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 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 November 2, 1949

J.H.H. No. 67 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 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 R. JICKLING, Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs Robert W. Welling		in ac.
To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	255.00	305.00
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	27.00	
Capital-Gazette Press - order nisi (sale)	5.00	
Capital-Gazette Press-order nisi (acct)	5.00	
New Amsterdam Casualty Co.-bond premium	32.00	
Sam W. Pattison & Co.-auctioneer's fee	25.00	
One-half Federal revenue stamps	4.13	
One-half State revenue stamps	4.12	
Clara M. Link - notary fees	1.20	103.45
To The County Trust Company, mortgagee- this balance on account mortgage claim		7,085.66
		7,531.86
Amount of mortgage claim filed	7,849.71	
Cr. Amount allowed as above	7,085.66	
Balance subject to decree in personam	764.05	
with Walter S. Calwell, Attorney named in Mortgage		Cr.
1949		
Aug.30 Proceeds of Sale	7,500.00	7,500.00
Refund 1949 State and County taxes ($88.43-adjusted to 8/30/49)	29.48	
Refund 1949 water main and sewer benefit charge ($7.15-adjusted to 8/30/49)	2.38	31.86
		7,531.86

Filed 12" December, 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.

John H. Hopkins, 3rd, Clerk

Filed 12 December, 1949

J.H.H. No. 67 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 4, 1950

We hereby certify, that the annexed Order Nisi-Eq. #9739 Auditors Account-Robert W. Welling 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. 7591

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 Attorney 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.

WALTER S. CALWELL,	:	EQUITY NO. 9768 (In Equity)
Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs	:	FOR
PRESTON H. TAYLOR.	:	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 Preston H. Taylor to The County Trust Company, dated August 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428 folio 40.

Walter S. Calwell,

Attorney Named in Mortgage

James J. Lee,

Solicitor for Plaintiff

Filed August 12, 1949

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 19th day of August, A. D., 1947, by and between PRESTON H. TAYLOR, of Baltimore City, 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 FIFTY NINE HUNDRED Dollars ($5900.00), 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 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 THIRTY ONE and 15/100 Dollars ($31.15), commencing on the first day of October, 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 September, 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. 108 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 15 Ballman Court 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 Ball 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) Kitchen ranges (2), 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, raods, 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 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 and special assessments.

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

(1) Premium charges under the contract of insurance with the Federal Housing Commissioner:

(II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums:

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

(IV) amortization of the principal of said debt.

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

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

3. That he will pay all taxes, assessments, water rates and other government 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 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 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 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 the 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 subsequentmto 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 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: Preston H. Taylor (SEAL)

Meredith R. Wilson

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 19th day of August 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared PRESTON H. TAYLOR, the above named Mortgagor, and he acknowledged the foregoing Mortgage to be his act.

At the same time also personally apeared 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.

MEREDITH R. WILSON, Notary Public.

Recorded 29th August, 1947 at 1:45 P.M., Liber JHH No. 428 Folio 40.
Filed August 12, 1949

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company under the mortgage from Preston H. Taylor to The County Trust Company, dated the 19th day of August, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428 folio 40.

J.H.H. No. 67 Equity

Amount of Loan	$5900.00
Less-amount paid in principal	188.38
	5711.62
Plus- unpaid interest to September 20th, 1949	145.88
	5857.50
Plus- overdraft in expense account	.78
	5858.28

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 for 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, 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 AND 00/100 ($6,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors 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 by virtue of the power contained in a Mortgage from Preston H. Taylor to The County Trust Company, bearing date the 19th day of August, nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 428, Folio 40, 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 CONDITION 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 — Walter S. Walwell (Seal)

Clara M. Link — NEW AMSTERDAM CASUALTY COMPANY

Attest: — By C. S. Weech

L. J. Biemiller

Filed & Approved this 20" day of Sept. 1949.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

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 Defendant Preston H. Taylor 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 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 Defendent.

Walter S. Calwell- Affiant — Clara M. Link, (Notarial Seal)

James J. Lee, Solicitor for Plaintiff. — Notary Public

FILED September 28" 1949

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 19th 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428, folio 40 from said Preston H. Taylor 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 occrred thereunder) did, pursuant to said notice, on the 20th day of September, 1949 at Three 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 as Lot No. 108 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. 16 Ballman Court, beving 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 leasehold property was sold to The County Trust Company, at and for the sum of Sixty-five Hundred ($6500.00) Dollars, subject to the payment of the annual ground rent of Seventy-eight ($78.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,

Attorney Named in Mortgage.

4

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, 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 September 28, 1949

CALLAHAN, CALWELL AND PENNIMAN, SOLICITORS

ATTORNEY'S SALE OF VALUABLE LEASE HOLD PROPERTY

No. 15 Ballman Court, Brookwood, Fifth District of Anne Arundel County,Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Preston H. Taylor to The County Trust Company dated August 19th,1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428 folio 40 (default having occurred thereunder) the undersigned Attorney will sell at Public Auction at the Court House Door in Annapolis on TUESDAY, SEPTEMBER 20th, 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:

Being known and designated as Lot No. 108 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 an annual ground rent of $78.00.

The improvements consist of 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 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., WALTER S. CALWELL

Auctioneer Attorney Named in Mortgage

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FILED September 28, 1949

ORDER NISI

ORDERED, this 28" day of September, 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 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 $6,500.00.

True copy,Test: John H.Hopkins,3d Clerk. John H. Hopkins, 3rd, Clerk.

FiledSeptember 28, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Nov. 2, 1949

We hereby certify, that the annexed Order Nisi-Eq. #9768-PRESTON H. TAYLOR- 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 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 Attotney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

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, Attorney named in mortgage, vs Preston H. Taylor, in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	225.00	275.00
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	20.25	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
New Amsterdam Casualty Co.-bond premium	24.00	
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 public	1.20	82.60
To Attorney for Liens, viz:		
Ground rent-from 8/1/49 to 9/20/49	10.90	10.90
To County Trust Company, Mortgagee-		
in full for mortgage claim filed	5,858.28	5,858.28
To Preston H. Taylor, mortgagor-this balance		262.94
		6,527.47

WITH Walter S. Calwell, Attorney named in Mortgage Cr.

1949 Sept. 20. Proceeds of Sale	6,500.00	6,500.00

Refund 1948 State and County taxes		
($91.50-adjusted to 9/20.49)	25.56	
Refund 1949 water main and sewer benefit		
charges (6.82-adjusted to 9/20/49)	1.91	27.47
		6,527.47

Filed December 13, 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, Md. January 16, 1950.

We hereby certify, that the annexed Order Nisi-Eq.#9768-Auditors Account PRESTON H. TAYLOR 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. 6857

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 Attorney 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

WALTER S. CALWELL, Assignee	:	EQUITY NO. 9769
vs	:	IN THE CIRCUIT COURT
LAKE E. SCOTT AND	:	FOR
MARY E. SCOTT, his wife, and	:	ANNE ARUNDEL COUNTY
EDWARD L. CHARNICK	:	(In Equity)

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 Lake E. Scott and Mary E. Scott, his wife and Edward L. Charnick to The Title Guarantee Company, dated July 21st, 1948 and

recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 482 folio 335, with Short Assignments at the foot thereof, the last dated June 9th, 1949, from The County Trust Company to the Plaintiff.

WALTER S. CALWELL, Assignee

JAMES J. LEE, Solicitor for Plaintff.

Filed August 12", 1949

PLAINTIFF'S EXHIBIT "A" -- MORTGAGE.

THIS MORTGAGE,Made this twenty-first day of July, A.D. 1948, by and between LAKE E. SCOTT and MARY E. SCOTT, his wife, and EDWARD L. CHARNICK, unmarried, of Anne Arundel County 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 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 August,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 July, 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 pre-payment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator, Said mortgagors have passed to mortgagee their negotiable promissory note in said sum, of even date, in monthly instalments, with interest, and secured hereby.

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

BEGINNING for the same at the intersection formed by the west line of First Street, as now laid out fifty-five feet wide and the extension easterly of the center line of a

party wall constructed in part on the land herein described, said point of beginning being also distant four hundred forty feet eleven and seven-eights 1 inches southerly, measured along the west line of First Street, from the south line of Townsend Avenue, as now laid out thirty feet wide; and running thence continuously north seventy-eight degrees west one hundred five feet eight and five-eighths inches, binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended westerly to intersect the east line of a fifteen foot alley, as now laid out, with the right of user thereof in common with others; thence, binding on the west line of said alley, south twelve degrees west seventeen feet ten inches to the intersection formed by the east line of said alley and the extention westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy-eight degrees east one hundred seven feet one-half of an inch, 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 said west line of First Street; thence, binding on the said west line of First Street, northerly on a curve to the right with a radius of eight hundred nineteen feet; for a distance of seventeen feet ten and three-quarters 1 inches to the place of beginning; the improvements thereon being known as No. 944 First Street.

BEING the same property which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County Prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the said mortgagors 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 bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, 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 piping 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 fill 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 the 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 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 thismortgage 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 indefault 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 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 foreclosure 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 discribed 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 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 indebtness, 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: Lake E. Scott (SEAL)

ALBERT E. MITCHELL Mary E. Scott (SEAL)

EDWARD L. CHARNICK (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this twenty-first day of July, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared LAKE E. SCOTT and MARY E. SCOTT, his wife, and EDWARD L.CHARNICK, 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 affix my official seal the day and year aforesaid,

(Notarial Seal) Albert E. Mitchell, Notary Public

Recorded Augt. 4th,1948 at 12:00 M (Liber J.H.H. No. 482 Folio 332.)

SHORT ASSIGNMENT

FOR VALUE RECEIVED, and without recourse, The Title Guarantee Company hereby assigns the within mortgage to THE COUNTY TRUST COMPANY (Tarrytown, New York).

WITNESS the Corporate Seal of said Company, and the signature of Vice President this 21st day of July, 1948.

Attest: THE TITLE GUARANTEE COMPANY

(CORPORATE SEAL)

Clifford L. Knight, George H. Schmidt.Vice President.
Asst. Secretary.

Recorded August 4, 1948

RIDER AND SHORT ASSIGNMENT

This rider is attached to and is a part of a certain mortgage made by Lake E. Scott and Mary E. Scott, his wife, and Edward L. Charnick to The Title Guarantee Company dated July 21st,1948, and recorded August 4th, 1948 in Liber 482,Page 332.

For value received, The County Trust Company, Tarrytown, New York, hereby assigns on this 9th day of June, 1949, the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

Attest: THE COUNTY TRUST COMPANY

Mary T. Lynch, Asst. Secretary. By Edward P. Hanyen,Vice President

(County Trust Seal)

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 9th day of June, 1949.

Filed 3 August,1949 at 9 A.M., Liber J.H.H. No. 482 fol. 335.

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said Lake E. Scott and Mary E. Scott, his wife and Edward L. Charnick to The Title Guarantee Company dated the 21st day of July, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 482, folio 335.

Amount of Loan	$6400.00
Less - amount paid in principal	105.55
	6294.45
Plus - unpaid interest to September 20th, 1949	160.86
	6455.31
Plus - overdraft in expense account	9.42
	6464.73

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, the Agent of the 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 SIX HUNDRED AND 00/100 ($6,600.00) 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 Lake E. Scott and Mary E. Scott, his wife, and Edward L.Charnick, to The Title Guarantee Company, bearing date the 21st day of July, nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 482, Folio 335, 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 in the presence of Clara M. Link — WALTER S. CALWELL, Assignee (SEAL)

Attest: L. J. Biemiller (CORPORATE SEAL) — THE NEW AMSTERDAM CASUALTY COMPANY

By C. S. Weech,

Assistant Secretary — Vice-President.

Filed & Approved this 20" day of Sept. 1949.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

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 Lake E. Scott and Mary E. Scott, his wife, and Edward L. Charnick 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 members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sourses of information was the family of the Defendant.

Walter S. Calwell, (Notarial Seal) — Clara M. Link

Affiant. — Notary Public

James J. Lee,

Solicitor for Plaintiff. — (CORPORATE SEAL)

Filed Sept. 28", 1949

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated July 31st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 482, folio 335, from said Lake E. Scott and Mary E. Scott, his wife and Edward L. Charnick 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 20th day of September, 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

On west line of First Street 440 feet 11 7/8 inches south of Townsend Avenue, fronting southwesterly 17 feet 10 3/4 inches with an irregular depth northwesterly to the east line of a 15 foot alley, the improvements whereon are known as No. 944 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 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.

(Notarial Seal) Clara M. Link, Notary Public

James J. Lee,Solicitor for Plaintiff.

FILED September 28, 1949

LEGAL NOTICES

CALLAHAN,CALWELL AND PENNIMAN, Solicitors.

ASSIGNEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY

No. 944 First Street,Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Lake E. Scott and Mary E. Scott, his wife, and Edward L. Charnick to The Title Guarantee Company, dated July 21st, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 482, folio 335 (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 3:10 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 west line of First Street as now laid out 55 feet wide and the extension easterly of the centre line of a party wall constructed in part on the land herein described, said point of beginning being also distant 440 feet 11 7/8 inches southerly measured along the west line of First Street, from the south line of Townsend Avenue, as now laid out 30 feet wide, and running thence continuously north 78 degrees west 105 feet 8 5/8 inches binding on the center line of said party wall so extended the centre line of said party wall and the centre line of said party wall extended westerly to intersect the east line of a 15 foot alley, as now 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 east line of said alley and the extension westerly by a party wall constructed in part on the land herein being described, thence continuously south 78 degrees east 107 feet 1/2 of an inch binding on the centre line of said party wall so extended the centre line of said party wall and the center line of said party wall extended easterly to intersect the said west line of First St.,thence binfing on the said west line of First Street northerly on a curve to the right with a radius of 819 feet for a distance of 17 feet 10¼ inches to the place of beginning

the improvements thereon being known as No. 944 First Street. In fee simple.

The improvements whereon 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 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. s-15

Filed September 28, 1949

ORDER NISI

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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.

John H. Hopkins, 3rd, Clerk,

Filed September 28, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 28, 1949

We hereby certify, that the annexed Assignee's sale 944 First St. Brookwood, LAKE E. SCOTT- 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.,

No. MG 7946 By R. L. Brown

Filed October 29, 1949

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CERTIFICATE OF PUBLICATION

Annapolis, Md. Nov. 2, 1949

We hereby certify, that the annexed Order Nisi- Eq. #9769 LAKE E. SCOTT 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 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 Nov. 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 Lake E. Scott, and Mary E. Scott, his wife, and Edward L. Charmick, 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	43.00	
Capital-Gazette Press- Order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct.)	5.00	
New Amsterdam Casualty Co.- bond premium	26.40	
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	113.30
To The County Trust Company,Mortgagee- in full for mortgage claim filed	6,464.73	6,464.73
To Lake E. Scott and Mary E. Scott, his wife and Edward L. Charmick, Mortgagors- this balance	119.44	119.44
		7,025.22

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)	23.25	
	Refund 1949 water main and sewer benefit charge ($7.04-adjusted to 9/20/49)	1.97	25.22
			7,025.22

Filed December 13, 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 RARIFIED 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, Md. January 16, 1950

we hereby certify that the annexed Order Nisi-Eq. #9769 Auditor's Account- Lake E. Scott- 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,

No. MG 6858

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

MILFORD PHILLIPS 5515 Magie Avenue	:	
LOUISE A. VOLNY, Solley, Maryland	:	NO. 9541 EQUITY
vs	:	IN THE CIRCUIT COURT
BEVERLY A. VOLNY, an infant,	:	FOR
and	:	ANNE ARUNDEL COUNTY
WILLIAM E. VOLNY, an infant Both of Solley, Maryland.	:	

: : : : : :

BILL OF COMPLAINT

To the Honorable, the Judge of said Court:

The plaintiffs respectfully represent as follows:

1. That prior hereto on or about the 31st day of December 1943, Adolph Volny, departed this life seized in fee simple of two lots of ground located in Anne Arundel County in the State of Maryland, and known as lots Nos. 18 & 19 of section 3, as shown on the Plat A. of Roland Terrace Addition date July 30, 1920, and recorded among the land records of said Anne Arundel County, in liber G.W. No. 1, section 3 folio 215, being the same two lots of ground which by deed dated March 12, 1926, were conveyed by the Title Guarantee Trust & Savings Bank of Roanoke, Virginia, to the said Adolph Volny, in fee simple, as will appear by copy of said deed attached hereto, and marked Plaintiff's Exhibit No. 1.

2. That the said Adolph Volny died intestate and left surviving him as his only heirs at law Louise A. Volny one of the plaintiffs herein and his two children Beverly A. Volny, age 9 years and William E. Volny, age 7 years.

3. That thereafter in due course the said Louise A. Volny, was appointed administratrix of the estate of the said Adolph Volny, by the Orphans Court of Anne Arundel County, and that she is the wife of the late Adolph Volny and the mother of the infant

children herein mentioned.

4. That thereafter on or about June 18, 1948, as administratrix of the estate of Adolph Volny she sold the said two lots herein before described unto one Milford Phillips, the other plaintiff herein, in fee simple for the sum of eight hundred and fifty ($850.00) dollars of which sum fifty dollars ($50.00) have been paid on said purchased price, as will appear from the said contract of sale hereunto attached and prayed to be taken as part hereof and marked Plaintiff's Exhibit No. 2.

5. That the said lots are 25 feet by one hundred and fifty feet each and consist of vacant land and bring in no income or revenue of any kind but require the payment of annual taxes.

6. That it would be to the benefit and advantage of the infants and the plaintiff Louise A. Volny, to sell the said lots of ground and to apportion the proceeds derived therefrom in accordance with law between the parties entitled to receive the same and to invest the portion to which the said infants may be entitled under the orders of this Honorable court in some productive fund.

7. That the plaintiffs believe and represent that the sale price of $850.00 is a fair and reasonable price for the said lots and prays the court to assume jurisdiction in the premises and ratify the said sale as made, and cause a guardian ad litem to be appointed for the said infants herein mentioned.

TO THE END THEREFORE:

a. That the Court may assume jurisdiction in the premises and appoint a guardian ad litem for the infants Beverly A. Volny, and William E. Volny.

b. That the sale of the two lots of ground herein described be ratified and a trustee be appointed to convey title thereto unto the said purchaser, Milford Phillips.

c. That the money from the proceeds of said sale be distributed by the order of this Honorable Court to those entitled to the same.

d. And that the plaintiffs may have such other and further relief as their cause may require.

And as in duty bound, etc.

Louise A. Volny

Milford Phillips

Joseph Skrentny
Solicitors for Complainants
110 E.Lexington St.Baltimore,Md Plaza 0042

H. Allen Mezger
Mezger and Mezger
Attorneys and Counsellors at Law

Suite 20 Central Savings Bank Building
Charles and Lexington Streets
Baltimore-2,Md.

STATE OF MARYLAND, Baltimore County, To wit:

I hereby certify that on this 24th day of September, 1948 before me the subscriber a notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared the above named plaintiff Louise A. Volny, and made oath indue form of law that the matters and facts in the foregoing bill of complaint are true to the best of her knowledge and belief.

As witness my hand and notarial seal.

(Notarial Seal) H. Allen Mezger, Notary Public

STATE OF MARYLAND CITY OF BALTIMORE, to wit:

I Hereby certify that on this the 22 day of September, 1948, before me the subscriber,

a notary public of the State of Maryland, in and for the City aforesaid,personally appeared the above named plaintiff Milford Phillips, and made oath in due form of law that the matters and facts in the foregoing bill of complaint are true to the bestof his knowledge and belief.

As witness my hand and notarial seal.

(Notarial Seal) Borris M. Spector, Notary Public.

Filed October 11", 1948

PLAINTIFF'S EXHIBIT No. 1 DEED

THIS DEED, made this the 12th day of March, 1926, by the Title Guarantee Trust & Savings Bank of Roanoke, Va., party of the first part, and Adolph Volny, party of the second part; -W I T N E S S E T H : -

THAT FOR AND IN CONSIDERATION of the sum of Five Dollars ($5.00) cash in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, the said Title Guarantee Trust & Savings Bank doth grant and convey unto the said Adolph Volny, as tenant by the entireties, his heirs and assigns, in fee simple, all those pieces or parcels of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows, that is to say:

Lots numbers eighteen (18) and nineteen (19), section three (3), as shown on Plat A, of the Roland Terrace Addition, said plat dated July 30, 1920, and recorded among the Land Records of Anne Arundel County, in Liber G. W. No. 1, Section 3, Folio 215; and being part of the property which by deed of September 29, 1924, was granted and conveyed by the Roland Terrace Corporation to the said Title Guarantee Trust & Savings Bank, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 91, Folio 89.

TO HAVE AND TO HOLD said pieces orparcels 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 said Adolph Volny, his heirs and assigns in fee simple, subject , however, to the restrictions, conditions and covenants recited in a deed from the Curtis Bay Realty Corporation to the Fairfax Realty Corporation, dated April 25,1918.

AND the said Title Guarantee Trust & Savings Bank hereby covenants that it will warrant specially the property hereby granted and conveyed; and that it will execute such further assurances of said property as may be requisite.

WITNESS the seal of the said Title Guarantee Trust and Savings Bank, duly attested, and the hand of its President.

TEST:

JAMES B. BOTTS, Secretary (Corporate Seal)

TITLE GUARANTEE TRUST & SAVINGS BANK

William Paxton, PRESIDENT.

STATE OF BIRGINIA, CITY OF ROANOKE, SS .

I HEREBY CERTIFY that on this the 12th day of March, 1926, before me, the subscriber, a Notary Public, in and for the State and City aforesaid, personally appeared William Paxton, President, of the Title Guarantee Trust & Savings Bank, and acknowledged the foregoing deed to be the act and deed of the said Title Guarantee Trust & Savings Bank.

AS WITNESS my hand and Notarial Seal. My Commission expires April 10, 1929.

(Notary's State Stamp $1.00)

(Notarial Seal)

James B. Botts, Jr.,
Notary Public.

J.H.H. No. 67 Equity

Recorded 19 Sept. 1927 at 10 A.M. Liber F.S.R. 23, Folio 290

Filed October 11" 1948

PLAINTIFF'S EXHIBIT NO. 2. AGREEMENT.

THIS AGREEMENT, Made this 18th day of June nineteen hundred and forty-eight, between Louise A. Volny, on her own behalf and as natural guardian for her children Beverly A. Volny and William E. Volny, infants, subject to the ratification of Court. of the first part and Milford Phillips, of the second part.

WITNESSETH, that the said party of the first part does 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 Anne Arundel County, and known as lot 18 & 19 of section 3, as shown on Plat A, of Roland Terrace Addition, said plat dated July 30, 1920, and recorded among the land records of Anne Arundel County, in Liber G.W. No. 1, (Section 3) folio 215.

AT and for the price of eight hundred and fifty Dollars, of which fifty Dollars have been paid prior to the signing hereof and the balance to be paid as follows, that is within 60 days from date or ratification of said sale as above stated.

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

Taxes, to be paid or allowed for by the Vendor to day of transfer of title.

Witness our hands and seals.

Test:

H. Allen Mezger

Joseph Skrentny

Louise A. Volny (SEAL)

Louise Volney, for self & as natural guardian for Beverly A Volny & William E. Volny.

Milford Phillips (SEAL)

Filed Oct. 11", 1948

PETITION OF PLAINTIFFS.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Plaintiffs in this case respectfully represent unto your Honor:

1st. That Beverly A. Volny and William E. Volny, Infant Defendants in this cause have been duly summoned.

2nd. That said Infant Defendants have no legal guardian.

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad Liten to appear and answer for said Infant Defendants, and suggests that Winson G. Gott, who has no interest whatever in this suit, be appointed Guardian ad Litem.

AND as in duty bound, etc.

Joseph Skrentny

Solicitors for Complainant,

Mezger and Mezger

By H. Allen Mezger

ORDER OF COURT.

ORDERED, by the Circuit Court of Anne Arundel County on this 12th day of November, 1948, upon the foregoing petition that Winson G. Gott be, and he is hereby, appointed Guardian ad Litem for the Infant Defendants named in the aforegoing Petition and he is hereby directed to appear and file his answer in their behalf.

Benjamin Michaelson, Judge.

Filed November 12", 1948

J.H.H. No. 67 Equity

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Beverly A. Volny and William E. Volny, the Infant Defendants named in the Bill of Complaint in this Court against them exhibited, by Winson G. Gott,Jr., their duly appointed Guardian Ad Litem respectfully represents unto your Honor:

That these Defendants being infants under the age of twenty-one years cannot admit or deny, the allegations set up in said Bill of Complaint and therefore submit their rights to the protection of this Honorable Court.

And as in duty bound, etc.

Winson G.Gott,Jr., Guardian Ad Litem.

Filed November 15, 1948

TESTIMONY

Testimony on behalf of the Plaintiffs.

PRESENT:

Mr. Joseph Skrentny,) Solicitor for Plaintiffs.
Mr. H. Allen Mezger.)

Mr. Winson G. Gott, Guardian ad Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Louise A. Volny,------2 to 2½

Millford Phillips, ---3

G. Easby Lindsey,-----4 to 5

Robert Leavitt,-------6

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

COSTS:

JSS--- $8.00 Paid JSS.

JDS--- $6.50 Paid JDS

Louise A.Volny, one of the Plaintiffs, being first duly sworn,deposes and says:-

(Mezger)

1. State your name and residence?

A. Louise A. Volny, Glenburnie, PostOffice, Solley.

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

A. Yes.

3. Are you related to the infant defendants in this proceeding?

A, Yes, I am their mother.

4. Who was Adolph Volny?

A. He was my husband.

5. He is deceased?

A. Yes.

6. When and where did he die?

A. At home; December 31st, 1944, will be six years in December.

7. At the time of Mr. Volny's death he was seized and possessed of two lots of ground, 18 and 19 Section 3 Plat A of Roland Terrace?

A. Yes.

8. This deed I show you was in his possession?

A. Yes.

9. And you have retained possession of it since then?

A. Yes.

°°°°°° FILED as Exam. Exh. 1.

10. Since the death of your husband the property has been lying idle,and you have been required to pay taxes and Sanitary charges on it?

A. That's right.

11. In June, 1948, you entered into a Contract of Sale with Mr. Phillips for the sale of that property?

A. Yes.

12. You signed a Contract of Sale for yourself and as natural Guardian for Beverly A.Volny and William E. Volny, your children, is this that Contract of Sale?

A. It is.

°°°°Filed as Exam. Ex. 2.

13. Is this property unimproved?

A. That's correct.

14. Do you think this property is divisible in kind into three parts without loss to the infant defendants?

A. I don't think it can be.

15. Do you think it is to the best interest for the defendants that the property be sold and the money divided among your children and yourself?

A. Yes.

16. Why do you say that?

A. Because it is only an expense, and by the time the children are of age I would have paid out a whole lot for it and be of no interest to the children, and the funds for maintaining it would be greater than the sale price.

17. State the names and ages of your two children?

A. Beverly Ann, ten years of age and William Edward, seven.

18. They are in your care and custody?

A. Yes.

19. What, in your opinion, do you consider to be a fair price for these lots, the Contract says $850, do you think that is a fair and reasonable price?

A. Yes.

NO CROSS EXAMINATION.

To the general question under the rule the witness says:

A. No, I don't think so,

Louise A. Volny

Milford Phillips, a witness of lawful age, being first duly sworn,deposes and says:-

(Mezger)

1. State your name and residence?

A. Millford Phillips, 5515 Magie st. Baltimore, Md,

2, Is that in Anne Arundel County?

A. Yes it is.

3. You are one of the Plaintiffs in this proceeding?

A. That's right.

4. Are you related to either of the defendants?

A. No, I am not.

5. You have entered into a Contract of Sale with Mrs. Louise A. Volny, individually and as Guardian of her infant children, for the purchase of two lots Nos. 18 and 19 Section 3 Plat A of Roland Terrace?

A. That's right.

6. Is this a copy of that Contract?

A. That's right.

7. What is the size of those lots?

A. 50 X 130, 25 foot each.

8. What is the Consideration?

A.$850.

9. Is the property unimproved?

A. That's right.

10. You have paid down how much?

A. $50.

11. Are you ready, willing and able to consummate the deal?

A. Upon receiving a clear title I am ready to consummate the deal.

NO CROSS EXAMINATION.

To the general question the witness says:

A. No, there is nothing else.

Millford Phillips

Mr. G.Easby Lindsay, a witness of lawful age, being first duly sworn,deposes and says:

(Mezger)

1. State your name and residence?

A. G. Easby Lindsay, 116 No. Paca st.,Baltimore,Md.

2. You are engaged in the real estate business?

A. That's right for over twenty years.

3. Are you familiar with the real estate involved in this case?

A. I am.

4. Are you a duly licensed real estate Broker?

A. I am.

5. Have you examined the property at Roland Terrace mentioned herein?

A. I have.

6. Where is this property located?

A. Magie street, next to 5515, fifty feet from X 150 feet, two adjoining lots of 25 feet each, unimproved.

7. What do you consider the value of those two lots?

A. $750, based on $15 a front foot.

8. Do you consider the sale price of $850 mentioned in this proceeding of $850 to be a fair and adequate price, and to the best interest of the infant children herein mentioned?

A. I do.

9. Do you think that the interests of the children will be enhanced to the extent

that they are receiving dollar for dollar value?

A. I do, and see no chance for improvement in value in the near future.

10. You don't think it could be divisible in kind?

A. I do not.

11. Do you think it is more to the advantage of the widow and infant children now to sell the property and invest the proceeds wisely?

A. I do, it is an expense to carry on, and the property is not yielding any income.

NO CROSS EXAMINATION.

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

A. No.

G. Easby Lindsay.

Robert Leavitt, a witness of lawful age, being first duly sworn, deposes and says: (Mezger)

1. State your name and residence?

A. Robert Leavitt, 16 E. Lexington st.,Baltimore, Md.

2. What is your business?

A. Real Estate business, licensed Broker and also a member of the Bar.

3. You have heard the testimony of the previous witness, would yours be the same as to value of $15 per front foot or total of $750, and also the suggestion it would be to the advantage of the infants herein to make this sale at this time and there is no enhancement in value within the immediate future?

A. Yes it is the same.

4. Do you think this property is divisible in kind in the three parts?

A. It is not without completely destroying the value.

No Cross Examination.

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

A. No.

Robert Leavitt.

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

Witness my hand and seal this 29th day of August, 1949.

Jno. S. Strahorn, (Seal)

Examiner.

Filed August 19, 1949

D E C R E E

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

It is thereupon this 10th day of September, 1949, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the contract of sale filed in these proceedings be and the same is hereby ratified and confirmed, and the realty be sold,at said price to said purchaser, Milford Phillips.

And it is further ADJUDGED, ORDERED and DECREED by the Circuit Court of Anne Arundel County, in Equity, that H. Allen Mezger be and he is 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 the Court bond to the State of Maryland executed

by himself, and by a surety approved by this Court, in the penalty of One Thousand Dollars ($1000.00), and for faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any furture Decree or Order in the premises; he shall then proceed to make said sale for the sum of Eight Hundred Fifty Dollars ($850.00) to said purchaser, and upon payment of the whole of the purchase price and not before, said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded, convey to said purchaser, his heirs and assigns, the realty property to him sold, free, clear and discharged from any and all claims of the parties to these proceedings, Plaintiff, Defendant and thoseclaiming by, from or under them or any of them; and 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 JUDGE.

Filed September 10", 1949

B O N D

KNOW ALL MEN BY THESE PRESENTS: THAT WE, H. Allen Mezger 20 Central Savings Bank Building, Baltimore 2, Maryland, as Principal, and Maryland Casualty Company, a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and no/100 ($1,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns ,Executors and Administrators, jointly and severally, firmly by these presents, Sealed with our seals, and dated this 29th, day of September in the year of our Lord one thousand nine hundred and Forty-Nine.

WHEREAS, the above bounden H. Allen Mezger by virtue of a decree of the Honorable 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 Milford Phillips and Louise A. Volny vs Beverly A. Volny, infant and Wm. E. Volny, infant now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

THAT IF THE ABOVE BOUNDEN H. Allen Mezger 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
Virginia L. Blockston
Margaret E. Walter

(Corporate Seal)

H. Allen Mezger (SEAL)
By H. Allen Mezger (Seal)
Maryland Casualty Company (Seal)
By Vandervoort Rand, (Seal)
Attorney-in-Fact

Filed & Approved this 4" day of Oct. 1949.

John H.,Hopkins, 3rd, Clerk.

TRUSTEE'S REPORT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Report of Sale of H. Allen Mezger, Trustee, respectfully shows:

FIRST: That by Decree of this Honorable Court passed in the above cause on the 10th day of September, 1949, the said H. Allen Mezger was appointed Trustee to carry out the terms of the Contract of Sale, heretofore exhibited in these proceedings.

SECOND: That he posted bond with corporate surety in the amount of One Thousand ($1000.00) Dollars and complied with all previous requisites of said Decree.

THIRD: That the balance of the purchase price of Eight Hundred ($800.00) Dollars was paid in full on the 2nd day of December, 1949; the sum total of the sale price of Eight Hundred Fifty ($850.00) Dollars.

The net cash actually received by the Trustee to be accounted for amounts to Eight Hundred Fifty ($850.00) Dollars; which sum is in his hands for distribution under direction of this Court.

FOURTH: The Trustees having received the net proceeds of said sale, executed a Deed conveying all of the right , title, interest and estate of all of the parties to this cause or those claiming under them, to the said purchasers.

WHEREFORE, the Trustee having filed his report prays that the same be ratified and confirmed.

H. Allen Mezger, Trustee.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 12th day of December, 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 aforesaid, personally appeared H. Allen Mezger, Trustee named herein, and he acknowledged the foregoing Trustee's Report to be true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal Clarmine M. Watts, Notary Public

My Commission Expires May 7th, 1951.

Filed Dec. 13", 1949

PETITION TO HAVE AUDITOR'S ACCOUNT STATED

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The parties request that an Auditor's Account be stated.

H. Allen Mezger, Solicitor

Joseph Skrentny, Solicitor.

ORDER OF COURT

ORDERED by the Circuit Court for Anne Arundel County sitting in Equity, this 13th day of December, 1949, that the case be referred to the Court Auditor for stating an account.

Benjamin Michaelson, Judge.

Filed December 13", 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 15, 1949.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Milford Phillips, Louise A.Volny, vs Beverly A.Volny and William E.Volny,Infants in ac.

To Trustee for Commissions, viz:	51.50	51.50
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	21.50	
Jos. W. Alton- Sheriff's costs	2.90	
John S. Strahorn - Examiner's fee	8.00	
Juliet D. Strahorn- Stenographer's fee	6.50	
Winson G. Gott- Guardian ad Litem's fee	4.00	
Auditor- stating this account	9.00	61.90
To Trustee for Expenses, viz:		
Capital-Gazette Press-order nisi (acct)	5.00	
Maryland Casualty Co.- bond premium	10.00	
Robert Leavitt - appraiser's fee	10.00	
Easby Lindsay- appraiser's fee	10.00	
Charmie M. Watts- notary fee	.50	35.50
BALANCE FOR DISTRIBUTION - $701.10		
Distributed to heirs at law of Sdolph Volny, as follows:		
Louise A. Volny, widow - one-third	233.70	
Beverly A. Volny, daughter-one-third	233.70	
William E. Volny, son-one-third	233.70	701.10
		850.00

WITH H. Allen Mezger, Trustee Cr.

1949			
Sept. 10	Proceeds of Sale (Contract dated 6/18/48)	850.00	850.00
			850.00

Filed 23 December, 1949

ORDER NISI

ORDERED, This 23" 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 24" 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 24" day of January next.

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

Filed 23 December, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Jan. 25, 1950

We hereby certify, that the annexed Order Nisi-Eq. #9541 Auditors Account-Milford Philips 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 January, 1950. The first insertion being made the 28th day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG.6866 By R. L. Brown.

Filed January 25, 1950.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 25th 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 Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

BENJAMIN MICHAELSON, JUDGE

Filed 25 January, 1950.

SHERWOOD BROTHERS INCORPORATED A Maryland corporation	:	
VS	:	
THEODORE B. WOLF and	:	NO. 8965 EQUITY
FLORENCE E. WOLF, his wife, Annapolis Blvd & Mountain Road Millersville MD.	:	IN THE CIRCUIT COURT
THE FARMERS NATIONAL BANK OF ANNAPOLIS, , a National Banking corporation	:	FOR
	:	ANNE ARUNDEL COUNTY
JOHN LIPIN and	:	
AUGUSTA LIPIN, his wife. 405 Light St.Rd,Glenburnie,Md.	:	

: : : : : :

BILL OF COMPLAINT

THE Bill of Complaint of Sherwood Brothers Incorporated respectfully shows:

1. That in or before the year 1926 the said John Lipin and Augusta Lipin were the owners of a certain tract of land situate at and near the intersection of Annapolis Boulevard and Mountain Road in Anne Arundel County, Maryland.

2. That on or about November 9, 1926 the said John Lipin entered into an Agreement with Sherwood Brothers Incorporated for the sale of petroleum products at the above property and providing for the installation of certain improvements upon said property by Sherwood Brothers Incorporated. A photostatic copy of which is attached hereto marked Plaintiff's Exhibit #1.

3. That pursuant to the terms of said Agreement said Sherwood Brothers Incorporated entered into the possession of said premises and erected thereon a certain service station building and driveways and installed certain under-ground tanks, gasoline pumps and other structures and equipment for use in connection with the gasoline service station.

4. That on August 31, 1930 the said John Lipin and Augusta Lipin, his wife, as Landlords entered into a Lease with Sherwood Brothers Incorporated as Tenant covering a portion of the property so owned by them on the west side of Annapolis Boulevard just north of the intersection of the Mountain Road running 200 feet on Annapolis Boulevard with a depth of 120 feet for a term of five years beginning on August 15, 1930 and ending on August 14,1935, at a monthly rental of $50.00 per month. The said lease further provided as follows:

"It is further agreed that said Tenant shall have the privilege upon the expiration of the term of this lease to renew the same for a further period of five years at the aforesaid rental of $50.00 a month, provided Tenant shall give Landlords thirty days notice in writing of its intention so to do, and in the event Tenant shall exercise said option of renewal then upon upon the expiration of renewal term of two years at said rent of $50.00 a month provided Tenant gives Landlord thirty days written notice in writing of its intention so to do".

The said Lease further granted to the Tenant the option to purchase the premises at any time during the period of said Agreement or any renewal thereof for Five Thousand ($5,000.00) Dollars as set forth in the following paragraph:

"The Landlord agres that at any time during the period of this agreement or any renewal thereof the Tenant shall have the privilege of purchasing the aforesaid service station lot 200 feet front by 120 feet deep approximately at and for the sum of $5,000.00, in fee simple. clear of all encumbrances."

A photostatic copy of said Lease is attached hereto marked Plaintiff's Exhibit #2. 5. By Agreement dated July 8, 1935 the said Lease was renewed for a period from August 15, 1935 to August 14, 1940 upon the same terms and conditions as set forth in said Agreement except that the rent during the period of the renewal was fixed at $60.00 per month. A Photostatic copy of said lease is attached hereto marked Plaintiff's Exhibit #2A.

6. That by Agreement dated July 26, 1940 between John Lipin and Augusta Lipin and Sherwood Brothers Incorporated the Lease Agreement dated July 31, 1930 covering the above mentioned property was renewed for a period from August 15, 1940 to August 14, 1942 upon the same terms and conditions as set forth in said Agreement dated July 31, 1930 except the options to renew therein contained and that the monthly rent was fixed at $70.00. A Photostatic copy of said Agreement is attached hereto marked Plaintiff's Exhibit #3.

7. That by Agreement dated August 8, 1942 between John Lipin and Augusta Lipin his wife as Landlords and Sherwood Brothers Incorporated the Lease dated July 31,1930 was extended for a period of one month beginning on the 15th day of August, 1942 and ending on the 14th day of September, 1942 upon the same terms and conditions as in the said lease originally set forth except that the monthly rent was fixed at a sum equal to one cent for each gallon of Tenant's gasoline and motor fuel delivered by the Tenant to the said premises for resale during the preceding month and provided that the said Lease should be automatically extended from month to month in the absence of thirty days notice by either party to the other, which said Agreement remained in effect until April 25, 1945. A photostatic copy of said Agreement is attached hereto marked Plaintiff's Exhibit #4.

8. That by deed dated March 21, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #326, folio 197 the said John Lipin and Augusta Lipin conveyed the property herein above mentioned together with other properties owned by them adjacent thereto to the said Theodore B. Wolf and Florence E. Wolf, his wife, while the said Sherwood Brothers Incorporated remained in possession of the premises under the aforesaid lease and the renewals thereof hereinabove recited.

9. That on the same day, March 21, 1945, the said Theodore B. Wolf and Florence E. Wolf, his wife, executed a mortgage to The Farmers National Bank of Annapolis covering the property conveyed to them by John Lipin and Augusta Lipin aforesaid to secure a loan of $13,000.00 payable in ten years with interest at the rate of 4% payable quarterly with quarterly amortization of $330.00 upon the principal and with the privilege to the said Theodore B. Wolf and Florence E. Wolf to prepay the said indebtedness which mortgage was recorded among the Land Records of Anne Arundel County in Liber J.H.H. #326, folio 199.

10. That on the same day, March 21, 1945, the said Theodore B. Wolf and Florence E. Wolf, his wife, executed a second mortgage to John Lipin and Augusta Lipin, his wife, covering the same property to secure a loan of $2,500.00 payable in five years with interest at the rate of 1% per annum, which mortgage was recorded among the Land Records of Anne Arundel County in Liber J.H.H. #326, folio 202.

11. That by Agreement dated April 25, 1945, between the said Theodore B. Wolf and Florence E. Wolf, his wife,as Landlords and Sherwood Brothers Incorporated as Tenant the Agreement dated July 31, 1930 between John Lipin and Augusta Lipin, his wife, as Landlords and Sherwood Brothers Incorporated as Tenant was extended for a term of one month beginning on the first day of April, 1945 and ending on the 30th day of April, 1945, upon the same terms and conditions with automatic extensions from time to time in the absence of thirty days notice by either party to the other at a rental of a sum equal to one cent per gallon for each gallon of tenant's gasoline and motor fuel delivered by the Tenant to the premises during the preceding month. A Photostatic copy of said Agreement is attached hereto marked Plaintiff's Exhibit #5.

12. That the said Sherwood Brothers Incorporated has been in possession of the said premises under the terms of the Lease hereinbefore described continuously from November9,1926 to the date of the filing of this Bill of Complaint.

13. That on August 22, 1945 the said Sherwood Brothers Incorporated caused to be sent to the said Theodore B. Wolf and Florence E. Wolf, his wife, a Notice by United States Mail duly registered exercising the option to purchase the property hereinabove mentioned at and for the sum of Five Thousand Dollars in accordance with the terms of the Lease dated July 31, 1930 which notice was received by the said Theodore B. Wolf and Florence E. Wolf on or about the 31st day of August, 1945. A Photostat of a true copy of which is attached hereto marked Plaintiff's Exhibit #6.

14. That the said Theodore B. Wolf and Florence E. Wolf, his wife, have refused to complete the transaction by executing a deed to the hereinabove mentioned property to the said Sherwood Brothers Incorporated conveying the same by a fee simple title free of encumbrances although the said Sherwood Brothers Incorporated is ready, willing and able to accept such a deed to the above mentioned property and to pay the purchase price of $5,000.00 above mentioned.

15. That formal tender of the purchase price and presentation of the deed for execution has been waived by agreement by the parties

16. That the said The Farmers National Bank of Annapolis and the said John Lipin and Augusta Lipin, his wife, are joined as defendants herein for the purpose of subjecting the lien of the mortgages respectively held by them against the premises to such decree as this Honorable Court may pass in this proceeding.

TO THE END, THEREFORE:

1. That said Theodore B. Wolf and Florence E. Wolf, his wife, may be required to specifically perform the contract to which the said property was subjected at the time they purchased the same.

2. That this Honorable Court may by its order require the said Theodore B. Wolf and Florence E. Wolf to execute a deed conveying the above mentioned property to the said Sherwood Brothers Incorporated free and clear of all encumbrances upon the payment by the said

Sherwood Brothers Incorporated of the sum of Five Thousand ($5,000.00) Dollars.

3. That this Honorable Court may appoint a Trustee to execute a deed conveying the abovementioned property to the said Sherwood Brothers Incorporated free and clear of all encumbrances upon the payment by said Sherwood Brothers Incorporated of the sum of Five Thousand ($5,000.00) Dollars in the event the said Theodore B. Wolf and Florence E. Wolf, his wife, fail to do so and to authorize the said Trustee to accept the sum of Five Thousand ($5,000.00) Dollars and to distribute the same under the orders of this Honorable Court.

4. That the said The Farmers National Bank of Annapolis and the said John Lipin and Augusta Lipin, his wife, be required to release from the lien of their respective mortgages the property hereinabove mentioned.

5. That this Honorable Court may order the distribution of the purchase price between the defendants herein in accordance with their respective interests.

6. That the complainant may have such other and further relief as the nature of its case may require.

May it please your Honor to grant unto your complainant the writ of subpoena directed to Theodore B. Wolf and Florence E. Wolf, his wife, residing at Annapolis Boulevard and Mountain Road, Millersville, Maryland; The Farmers National Bank of Annapolis, having its principal office located at Church Circle, Annapolis, Maryland; John Lipin and Augusta Lipin, his wife, residing at 405 Light Street Road, Glenburnie, Maryland commanding them to be and appear in this Court on some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND as in duty bound, &c.

SHERWOOD BROTHERS INCORPORATED

By John R. Sherwood,

Vice President

George B. P. Ward

Wilbur R. Dulin

Solicitor for Complainant

STATE OF MARYLAND BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, That on this 14th day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared JOHN R. SHERWOOD, Vice President of Sherwood Brothers Incorporated 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 forth to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal.) J. G. Weisinger, Notary Public

Filed November 15", 1945.

PLAINTIFF'S EXHIBIT No. 1

Agreement entered into this 9th day of November 1926, by and between John Lipin hereinafter known as the dealer, and Sherwood Brothers, Inc., a Maryland Corporation, hereinafter knwon as the manufacturer, witnesseth: That

Whereas the said dealer is the owner of certain land and improvements on Annapolis Road, Post Office address, Millersville,Md., which plot of land is usually known as Lipin's Corner, at which he conducts a Service Station for the sale of Gasoline, Betholine, Lubricants, and the like; and

Whereas, the said dealer desires that the said manufacturer shall construct, and install certain driveways and equipment, hereinafter referred to, at the said location, for the further development of business there; and in order to secure such additional facilities is willing to handle exclusively the products of the said manufacturer, as to everything in the manufacturer's line, during the term of this agreement, or renewal thereof, in accordance with the conditions hereinafter stated; now

Therefore, in consideration of the foregoing premises, and of the payment of one dollar, each to the other made, receipt of which is hereby duly acknowledged, and of the following mutual promises of the parties, it is hereby agreed between them as follows:

The said dealer hereby requests the said manufacturer to construct at its expense, suitable improved driveways, at this location, the kind and extent to be determined by the manufacturer. The dealer agrees that the ownership of these improvements shall remain in the manufacturer, subject nevertheless to transfer in the manner hereinafter provided; and

That he or his representatives, successors, or assigns will handle and market at this location the products of the said manufacturer exclusively as to Gasoline, Betholine, Lubricants, or other of its items except such as are otherwise allowed in writing between the parties: and

That he will not allow any other product similar to or in the same line from any competitor house to be marketed on his property on that side of the Annapolis Road; and

That he will allow the manufacturer or its agents to enter the premises at all reasonable times to place and maintain in proper condition a sufficient supply of advertising bulletins, and other signs, and to paint and repair the pumps; and

That the space in and about the said station and driveways shall not be used for any purpose other than the purposes of this station and in accordance with the intent of this agreement; and that any improvements, sign boards, or equipment of whatsoever kind made or to be made adjacent to this location shall be at such distance from the station as will not tend to diminish the sales, nor impair the advertising value of the station; and

That he will keep the station and its equipment in good condition at all times at his expense, and will operate it at the usual times; and

That he will assume all liability in connection with the use and operation of the station, the improvements and the equipment.

The said manufacturer agrees that it will construct at said location the improved driveways hereinbefore referred to, and install such equipment as may be agreed upon between the parties; and

That it will stand ready to sell to the dealer all desired supply of Sherwood products at regular market prices and on terms satisfactory to the manufacturer.

This agreement shall extend for a period of ten years, with option to the manufacturer to renew for an additional term of five years, on sixty days written notice to the dealer prior to expiration of this term.

It is agreed that at the end of fifteen years consecutive operation of this station by the dealer in accordance with this agreement and renewal, then the ownership of the improvements and such equipment as has been in service there for this total period shall be automatically vested absolutely in the dealer.

It is also agreed that if this agreement, or renewal should be terminated in any manner through no fault of the dealer, or his representatives, then the dealer shall have the privilege

of purchasing the improvements, equipment, either or both on the basis of cost less depreciation at the rate of six and two thirds per cent a year.

It is also further agreed that if through any default on the part of the dealer there results a discontinuance of marketing the products of the manufacturer at the said location, then and by that event the manufacturer is hereby given the legal power to charge the dealer for the improvements and equipment made and installed under this agreement, at cost less depreciation at the rate hereinbefore named, and to collect payment for them as any other open account.

It is also further agreed that at the termination of of this agreement for any cause, and in the event that the dealer has not purchased as mentioned in the preceding paragraph, the manufacturer shall be entitled to enter the premises and remove such equipment or other property as it owns, obligated however,to restore such ground as this action disturbs to its proper condition.

Witness the hands and seals of the parties, the date above written.

Witness as to both parties — John Lipin

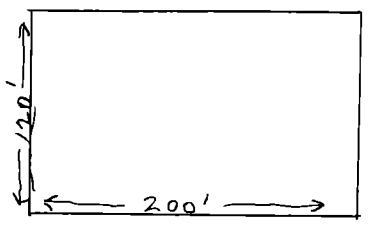
William D. Cromer — Sherwood Bros. Inc.,

By John R. Sherwood

PLAINTIFF'S EXHIBIT No. 2.

THIS AGREEMENT made this 31st day of July 1930 between John & Augusta Lipin Landlords, and Sherwood Bros.,Inc., a body corporate, Tenant.

WITNESSETH that said Landlords hereby rent to said Tenant all that portion of dertain land and improvements owned by them on the west side of the Annapolis Boulevard,Anne Arundel County, Millersville, Maryland situate just north of the intersection of the Mountain Road. The portion hereby leased being all that parcel of land fronting approximately 200 ft. on the Annapolis Boulevard with a depth of 120 ft. as evidenced by the following sketch--



Annapolis Blvd.

For the term of five years beginning on the 15th day of August, 1930 and ending on the 14th day of August, 1935 at the monthly rental of $50.00 a month, payable on the first day of each and every month in advance.

Said Tenant hereby covenants with said Landlords to pay the rent as aforesaid, keep thepremises in good order, and to surrender the peaceful and quiet possession of the same at the end of the term in as good condition as when received,(the natural wear and decay of the property and unavoidable accidents excepted) and further that said Tenant will not do, suffer,or permit anything to be done in or about the premises which will contravene the policy of insurance against loss by fire, nor use, nor permit their use for purposes other than those of a filling station, and further, that whatever alternations or repairs the said Tenant shall be permitted to make shall be done at its own expense. It is understood and agreed between the parties that the improvements consisting of service station building, concrete driveways, signs,pumps and tanks are to remain in property of said Sherwood Bros. Inc.,and that in the event of a cancellation of this lease for any reason whatsoever by either party the Landlords

shall pay Sherwood Bros.,Inc. in full for said service station building, driveways, and other improvements placed on the premises by them in accordance with the terms and provisions set forth in a prior agreement entered into between the parties under date of November 9,1926.

IT IS FURTHER AGREED that if the rent shall be fifteen days in arrear the Landlords shall have the right to distrain for the same, and to re-enter and take possession; and if the Tenant shall violate any of the aforegoing covenants on its part herein made the Landlord shall have the right without formal notice to re-enter and take possession; and if the property shall be destroyed or rendered untenable by fire or unavoidable accident,the tenancy hereby created shall be thereby terminated hereunder, and all liability for rent shall cease upon payment proportionately to the day of fire or unavoidable accident.

The Landlords hereby agree that they will not open a gasoline station or lease any portion of their property now owned by them or any portion of any property that they may acquire during the term of this lease, to any one for the purpose of opening a gasoline station within 2500 feet of the property covered by this lease.

IT IS FURTHER AGREED That said Tenant shall have the privilege upon the expiration of the term of this lease to renew the same for a further period of five years at the aforesaid rental of $50.00 a month, provided Tenant shall give Landlords thirty days prior notice in writing of its intention so to do, and in the event Tenant shall exercise said option of renewal then upon the expiration of said renewal term the Tenant shall have the privilege of another renewal term of two years at said rent of $50.00 a month provided Tenant gives Landlord thirty days written notice in writing of its intention so to do.

The Landlord agrees that at any time during the period of this agreement or any renewal thereof the Tenant shall have the privilege of purchasing the aforesaid service station lot 200 ft. front by 120 ft. deep approximately at and for the sum of $5,000.00, in fee simple, clear of any encumbrances.

IN TESTIMONY WHEREOF said Landlords have hereunto subscribed their names and affixed their seal and said Tenant has caused these presents to be executed by its Vice-President and its corporate seal to be hereto affixed.

ATTEST: John Lipin (SEAL)

G. R. DeHoff Augusta Lipin (Seal)

ATTEST: Howard Jungens, Secretary SHERWOOD BROS. INC.,

By J. R. SHERWOOD, Vice President.

State of Maryland, City of Baltimore, S.S.

Sworn to and subscribed before me this 5th day of August, 1930.

(No Notary Seal) Carolyn Hofmeister, Notary Public

PLAINTIFF'S EXHIBIT #2 A

NOTICE OF RENEWAL.

In consideration of the payment each to the other of the sum of $1.00 the receipt whereof by each is hereby acknowledged, it is hereby agreed this 8th day of July 1935, by and between SHERWOOD BROTHERS, INCORPORATED and John & Augusta Lipin that the Lease and-entered into between the parties hereto on the 31st day of July,1930, covering property located at West side of Annapolis Blvd. Millersville, Md. is hereby renewed for the period from the 15th day of August, 1935, to the 14th day of August, 1940, on the same terms and conditions as set forth in said agreement except as follows: Except that the rent during the period of this renewal shall be Sixty ($60.00) Dollars per month.

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

ATTEST: SHERWOOD BROTHERS, INC.,

C. L. Brenner By J. R. Sherwood

Assistant Secretary Vice-President

ATTEST: John Lipin

WILLIAM D. CROMER Augusta Lipin (SEAL)

C.B. Renew this.
Let the other Lipin location expire;
_LE

PLAINTIFF'S EXHIBIT No. 3.

MEMORANDUM OF RENEWAL

In consideration of the payment each to the other of the sum of $1.00, the receipt whereof is hereby acknowledged, it is hereby agreed this 26th day of July, 1940, by and between SHERWOOD BROTHERS INCORPORATED and JOHN LIPIN and AUGUSTA LIPIN, that the Lease Agreement entered into between the parties hereto on the 31st day of July, 1930 covering the property located on the west side of Annapolis Boulevard,Millersville Maryland, is hereby renewed for the period from the 15th of August,1940 to the 14th of August, 1942 on the same terms and conditions as set forth in said agreement dated July 31, 1930 except the options to renew therein contained and that the monthly renewal shall be $70.00.

IN WITNESS WHEREOF these presents are executed the day and year first above written.

ATTEST: SHERWOOD BROTHERS INCORPORATED

Howard Jurgens By J. R. Sherwood (SEAL)

WITNESS John Lipin (SEAL)

Harvey E. Ruhl Augusta Lipin (SEAL)

(CORPORATE SEAL)

To be placed on signature P G.W.				
	G.W.	8/2/40		

PLAINTIFF'S EXHIBIT #4

THIS AGREEMENT made this 8th day of August, 1942 by and between JOHN J. LIPIN and AUGUSTA LIPIN, his wife (hereinafter called LANDLORDS) and SHERWOOD BROTHERS INCORPORATED, a Maryland corporation (hereinafter called TENANT).

WHEREAS LANDLORDS leased to TENANT by lease dated July 31, 1930 the lot of ground on the West side of Annapolis Boulevard, Millersville, Maryland, just North of the intersection of the Mountain Road, fronted approximately two hundred feet on the Annapolis Boulevard with a depth of one hundred and twenty feet, which lease has been extended by supplemental agreements from time to time to the present time.

WHEREAS THE parties desire to further extend this said lease.

NOW THEREFORE this agreement witnesseth that in consideration of the sum of One Dollar ($1.00) by each of the parties hereto, paid to the other the receipt hereof is hereby acknowledged, the parties hereto agree that the lease herein above mentioned shall be extended for a period of one month beginning on the 15th day of August, 1942 and ending on the 14th day of September, 1942, providing that in the absence of thirty days notice given by either party to the other prior to the end of the term, the term hereof shall be automatically extended for a period of one month beginning at the expiration hereof and so on from month to month in the absence of such notice by

either party to the other, upon the same terms and conditions as in said lease originally set forth except that the TENANT shall pay as monthly rent hereunder a sum equal to one cent (1¢) for each gallon of TENANT'S gasoline and motor fuel delivered by TENANT to said premises for re-sale during the preceeding month payable on or before the 15th day of each month .

IN ALL OTHER RESPECTS the parties ratify the aforesaid lease.

IN WITNESS WHEREOF THE LANDLORDS have hereunto set their hands and seals and TENANT have caused these presents to be executed by its duly authorized officers the day and year first above written.

WITNESS:

Charles A. Schaeffer

ATTEST:

Howard Jurgens

Secretary

G.W.

John Lipin (SEAL)

Augusta Lipin (SEAL)

SHERWOOD BROTHERS INCORPORATED

By J. R. Sherwood,

Vice President.

PLAINTIFF'S EXHIBIT #5.

THIS AGREEMENT made this 25th day of April, 1945 by and between THEODORE B. WOLF and FLORENCE E. WOLF, his wife, hereinafter called "Landlords" and SHERWOOD BROTHERS INCORPORATED A Maryland corporation,hereinafter called "Tenant" .

WHEREAS, by Agreement dated July 31, 1930, John J. Lipin and Augusta Lipin, his wife, as Landlords leased to Sherwood Brothers Incorporated as Tenant that lot of ground on the west side of Annapolis Boulevard north of the intersection of Mountain Road therein described which lease has been extended by Extension Agreements to the present time.

WHEREAS, the said Theodore B. Wolf and Florence E. Wolf, his wife, have purchased the demised premises from the said John J. Lipin and Augusta Lipin, his wife.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That in consideration of the premises and the sum of $1.00 by each of the parties hereto paid to the other the receipt whereof is hereby acknowledged the parties agree that the lease dated July 31, 1930 between John J. Lipin and Augusta Lipin, his wife, as Landlords and Sherwood Brothers Incorporated as Tenant be and the same is hereby extended for a term of one month beginning on the 1st day of April , 1945 and ending on the 30th day of April, 1945, provided that in the absence of thirty days notice given by either party to the other prior to the end of the term, the term hereof shall be automatically extended for a period of one month beginning at the expiration hereof upon the same terms and conditions and at the same monthly rental herein provided and so on from month to month in the absence of such notice by either party to the other, except that the rental payable hereunder shall be a sum equal to one cent for each gallon of Tenant's gasoline and motor fuels delivered by Tenant to said premises during the preceding month payable on or before the 20th day of each month.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

R. E. Kindred

ATTEST:

Howard Jurgens

Theodore B. Wolf (SEAL)

Florence E. Wolf (SEAL)

SHERWOOD BROTHERS INCORPORATED

BY J. R. Sherwood,

Vice President.

PLAINTIFF'S EXHIBIT #6

August 22, 1945

#59

Mr. Theodore B. Wolf,

Mrs. Florence E. Wolf

Millersville, Maryland

Dear Mr. and Mrs. Wolf:

In accordance with the terms of the lease agreement between John Lipin and Augusta Lipin as landlords, and Sherwood Brothers, Incorporated, as tenants, dated July 31, 1930, covering the property situated on the west side of the Annapolis Boulevard, Millersville, Anne Arundel County, Maryland, running approximately 200' on the Annapolis Boulevard with a depth of 120', which agreement was renewed from time to time with Mr. and Mrs. Lipin, and after the sale of the property to you subject to the agreement was renewed by agreement dated April 25, 1945 between you as landlords and this company as tenant, we hereby give notice of intention to exercise the privilege of purchasing such property at and for the sum of $5,000.00 in fee simple, clear of incumbrances as set forth in this lease.

We will immediately proceed with title examination and the necessary survey and will get in touch with you shortly regarding settlement.

Yours very truly,

SHERWOOD BROTHERS, INCORPORATED

By John R. Sherwood

GBPW:HS

REGISTERED MAIL

RETURN RECEIPT REQUESTED,

RETURN RECEIPT

Form 3811
Rev. 1-4-40

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1. Theodore Wolf
(Signature of name of addressee)

2. _____
(Signature of addressee's agent-Agent should enter Addressee's name on line One above.

DATE OF DELIVERY _____,194_ .

U.S. Government Printing Office 16-12421

POST OFFICE DEPARTMENT

Official Business.

Penalty for private use to avoid payment of postage. $300.

Postmark of Delivery Office

(Millersville Md. Aug.31,A.M. 1945)

Return to Sherwood Bros.,Inc.

Street and Number) 10 Light St.
or Post Office Box)

Baltimore, Maryland.

Registered Article

No. 21825

Insured Parcel

No. _____

Filed November 15", 1945

THIRD AMENDED BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Third Amended Bill of Complaint of Sherwood Brothers Incorporated, by its Attorney, Wilbur R. Dulin, respectfully shows:

1. That in, or before, the year 1930, John Lipin and Augusta Lipin were the owners of a certain tract of land situate at and near the intersection of Annapolis Boulevard and Mountain Road in Anne Arundel County, Maryland.

2. That on July 31, 1930, the said John Lipin and Augusta Lipin, his wife,as Landlords, entered into a lease with Sherwood Brothers Incorporated, as Tenant, covering a portion of the property so owned by them on the west side of Annapolis Boulevard, just north of the intersection of the Mountain Road, running 200 feet on Annapolis Boulevard with a depth of 120 feet, for a term of five years beginning on August 15, 1930,and ending on August 14, 1935, at a monthly rental of $50.00. The said lease further provided as follows:

"It is further agreed that said Tenant shall have the privilege upon the expiration of the term of this lease to renew the same for a further period of five years at the aforesaid rental of $50.00 a month provided Tenant shall give Landlords thirty days' notice in writing of its intention so to do, and in the event Tenant shall exercise said option of renewal then upon the expiration of said renewal term the Tenant shall have the privilege of another renewal term of two years at said rent of $50.00 a month provided Tenant gives Landlord thirty days' written notice in writing of its intention so to do".

The said Lease further granted to the Tenant the option to purchase the premises at any time during the period of said Agreement or any renewal thereof for Five Thousand ($5,000.00) Dollars as set forth in the following paragraph:

"The Landlord agrees that at any time during the period of this agreement or any renewal thereof the Tenant shall have the privilege of purchasing the aforesaid service station lot 200 feet front by 120 feet deep approximately at and for the sum of $5,000.00, in fee simple, clear of all encumbrances."

A photostatic copy of said Lease is attached hereto marked Plaintiff's Exhibit #2.

3. By Agreement dated July 8, 1935, the said Lease was renewed for a period from August 15, 1935, to August 14, 1940, upon the same terms and conditions as set forth in said Agreement except that the rent during the period of the renewal was fixed at $60.00 a month. A photostatic copy of said Lease is attached hereto, marked Plaintiff's Exhibit #2A,

4. That by Agreement dated July 26, 1940, between John Lipin and August Lipin and Sherwood Brothers Incorporated, the Lease Agreement dated July 31, 1930,covering the above, mentioned property was renewed for a period from August 15, 1940, to August 14,1942, upon the same terms and conditions as set forth in said Agreement dated July 31, 1930, except the options to renew therein contained and that the monthly rent was fixed at $70.00. A photostatic copy of said Agreement is attached hereto and marked Plaintiff's Exhibit #3.

5. That by Agreement dated August 8, 1942, between John Lipin and Augusta Lipin, his wife, as Landlords, and Sherwood Brothers Incorporated, the Lease dated July 31, 1930,was extended for a period of one month beginning on the 15th day of August, 1942, and ending on the 14th day of September, 1942, upon the same terms and conditions as in the said lease originally set forth, except that the monthly rent was fixed at a sum equal to one cent for each gallon of Tenant's gasoline and motor fuel delivered by the Tenant to the said premises for resale during the preceding month and provided that the said Lease should be automatically extended from month to month in the absence of thirty days' notice by either party to the other, which said Agreement remained in effect until April 25, 1945. A photostatic copy of said Agreement is attached hereto, marked Plaintiff's Exhibit #4.

6. That the property upon which Sherwood Brothers Incorporated entered into possession under the terms of the lease dated July 31, 1930, which said Lease contained the option to purchase referred to hereinabove, and the renewals thereof hereinabove referred to, which property has been continuously and is at the present time in the possession of Sherwood Brothers Incorporated was caused to be surveyed by Edward Hall, County Surveyor for Anne Arundel County, on or about March 10, 1947 by agreement of the parties to this cause, and at the direction of this Honorable Court, and in accordance with said survey is described as follows:

All that piece or parcel of ground situate and lying on the west side of the Old Annapolis Boulevard just north of its intersection with the Mountain Road, in the Third Election District of said Anne Arundel County, and according to a survey made by Edward Hall, Jr., Surveyor,on March 10, 1947, described as contained within the following metes and bounds, courses and distances, that is to say:

Beginning for the same at a pipe set on the northeast side of a thirty foot oiled roadway forming the southeast boundary of the land herein described, which point of beginning is south 82 degrees, 2 minutes, east 220 feet from a pipe previously set at the end of the north 26 degrees, 54 minutes east 480.3 feet line of the conveyance from Otis E. A. Fuss and wife to John Lipin and wife, by deed dated July 26, 1928,and recorded among the land records of said Anne Arundel County in Liber F.S.R. No. 36, folio 200, etc., which second-mentioned pipe is also at the southwest corner of the conveyance from Otis A. Fuss and others to John Lipin and wife, by deed recorded among the said land records in Liber W.N.W. No. 101,folio 148,etc.,thence, crossing said roadway, south 50 degrees, 38 minutes,east 30 feet; thence,binding on the southeast side of said roadway,north 39 degrees,22 minutes, east 120 feet, to the southwest side of said Annapolis Boulevard; thence, binding on the southwest side of said boulevard,the following four courses and distances: north 50 degrees, 38 minutes, west 30 feet, to an "X" marked on the concrete at the northwest corner of said thirty-foot roadway; thence leaving said roadway and continuing on the southwest side of said boulevard, north 55 degrees, 45 minutes, west 59 feet, north 65 degrees, 32 minutes, west 60.75 feet, and north 70 degrees, 37 minutes,west 60.25 feet, to a point on the southwest side of said boulevard, distant in a southeasterly direction, 14 feet from the northwest corner of a concrete apron; thence, leaving said boulevard, and running at right angles thereto, south 19 degrees, 23 minutes, west 120 feet, to a point; and thence, by a straight line, to the place of beginning.

And being a part of that land which, by deed dated March 21, 1945, and recorded among said land records in Liber J.H.H. No. 326, folio 197, etc. was granted and conveyed by John Lipin and Augusta, his wife, to the said Theodore B. Wolf and Florence E. Wolf.

7. That by deed dated March 21, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 326, folio 197, the said John Lipin and Augusta Lipin conveyed the property hereinabove mentioned, together with other properties owned by them adjacent thereto, to the said Theodore B. Wolf and Florence E. Wolf, his wife, while the said Sherwood Brothers Incorporated remained in possession of the premises under the aforesaid lease and the renewals thereof hereinabove-recited.

8. That on the same day, March 21, 1945, the said Theodore B. Wolf and Florence E. Wolf, his wife, executed a mortgage to The Farmers National Bank of Annapolis covering the property conveyed to them by John Lipin and Augusta Lipin aforesaid to secure a loan, of $13,000.00, payable in ten years, with interest at the rate of 4%, payable quarterly,with quarterly amortization of $330.00 upon the principal, and with the privilege to the said Theodore B. Wolf and Florence E. Wolf, to prepay the said indebtedness, which mortgage was recorded among the Land Records of Anne Arundel County in Liber J.H.H. #326, folio 199.

9. That on the same day, March 21, 1945, the said Theodore B. Wolf and Florence E. Wolf, his wife, executed a second mortgage to John Lipin and Augusta Lipin, his wife, covering the same property to secure a loan of $2,500.00, payable in five years, with interest at the rate of 1% per annum, which mortgage was recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 326, folio 202.

10. That by Agreement dated April 25, 1945, between the said Theodore B. Wolf and Florence E. Wolf, his wife, as Landlords, and Sherwood Brothers Incorporated, as Tenant, the Agreement dated July 31, 1930, between John Lipin and Augusta Lipin, his wife,as Landlords and Sherwood Brothers Incorporated as Tenant, was extended for a term of one month beginning on the first day of April, 1945, and ending on the 30th day of April, 1945,upon the same terms and conditions, with automatic extensions from time to time in the absence of thirty days' notice by either party to the other at a rental of a sum equal to one cent per gallon of tenant's gasoline and motor fuel delivered by the Tenant to the premises during the preceding month. A photostatic copy of said Agreement is attached hereto,marked Plaintiff's Exhibit #5.

11. That the said Sherwood Brothers Incorporated has been in possession of said premises under the terms of the Lease hereinbefore described continuously from August 15, 1930 to the date of the filing of this Third Amended Bill of Complaint. Said possession was open, notorious and perfectly apparent to anyone inspecting the property. The defendants, Theodore B. Wolf and Florence E. Wolf, his wife, at the time they purchased the property of which the premises leased to and occupied by Sherwood Brothers Incorporated, and here in question are a part, and the defendant, The Farmers National Bank of Annapolis, at the time it accepted the mortgage hereinabove referred to covering said property had actual notice of such possession and were chargeable with notice of the terms of possession and of the rights of Sherwood Brothers Incorporated, thereunder. The defendants, John Lipin and Augusta Lipin, his wife, had full notice of said possession and of the actual terms thereof and of the rights of Sherwood Brothers Incorporated, thereunder.

12. That on August 22, 1945, the said Sherwood Brothers Incorporated, caused to be sent to the said Theodore B. Wolf and Florence E. Wolf, his wife, a Notice by United States Mail, duly registered, exercising the option to purchase the property hereinabove-mentioned, at and for the sum of Five Thousand Dollars in accordance with the terms of the Lease dated July 31, 1930, which notice was received by the said Theodore B. Wolf and Florence E.Wolf, on, or about, the 31st day of August, 1945. A photostat of a true copy of which is attached hereto and marked Plaintiff's Exhibit #6.

13. That the said Theodore B. Wolf and Florence E. Wolf, his wife, refused to complete the transaction by executing a deed to the herein-above-mentioned property to the said Sherwood Brothers Incorporated, conveying the same by a fee simple title, free of encumbrances, although the said Sherwood Brothers Incorporated, was, and is, ready, willing and able to accept

such a deed to the above-mentioned property and to pay the option purchase price, and that upon their refusal (the formal tender of the purchase price and presentation of the deed for execution having been waived by agreement of the parties), the original Bill of Complaint herein was filed.

14. That formal tender of the purchase price and presentation of the deed for execution has been waived by agreement of the parties.

15. That the said The Farmers National Bank of Annapolis and the said John Lipin and Augusta Lipin, his wife, are joined as defendants herein for the purpose of subjecting the lien of the mortgages respectively held by them against the premises to such decree as this Honorable Court may pass in this proceeding.

16. That at a prior hearing in this cause the defendants produced in Court a letter, dated August 4, 1930, written by Sherwood Brothers Incorporated to Mr. and Mrs. John Lipin, Annapolis Boulevard, Millersville, Maryland, a copy of which is filed in testimony in this case, and which reads as follows:

Dear Mr.& Mrs. Lipin:

"The purpose of this letter is to confirm your understanding with our Mr. DeHoff wherein it is agreed that in the event we do not exercise our option to renew the lease agreement dated July 31, 1930, covering lease of your property at the intersection of the Annapolis Boulevard and Mountain Road, but do elect to exercise our option to renew the agreement covering the lease of your property on the west side of the Annapolis Boulevard just north of the intersection of the Mountain Road the monthly rental will be one hundred ($100.00) dollars a month instead of fifty ($50.00) dollars as now stated in the agreement, and the purchase price will be eight thousand ($8,000.00) dollars instead of five thousand ($5,000.00) dollars.

"Yours very truly",

Said letter had not been brought into the proceedings in the case prior to that time because its existence was unknown to the officials and counsel of Sherwood Brothers Incorporated, but upon its being produced by the defendants and introduced in testimony in the case, Sherwood Brothers Incorporated, by its counsel who were duly authorized, immediately acknowledged its authenticity and validity and, in open Court accepted its terms and agreed to pay the purchase price of $8,000.00 mentioned therein, it being agreed by said counsel that the conditions of said letter had been met as Sherwood Brothers Incorporated had not exercised its option to renew, contained in another separate lease between John Lipin and Augusta Lipin, his wife, and Sherwood Brothers Incorporated, covering another separate and distinct portion of the property owned by them, located on the opposite side of Annapolis Boulevard, which lease was not at issue in the present case.

17. That at no time prior to the filing of this Third Amended Bill of Complaint have the defendants, or any of them, given or attempted to give any notice of termination, or otherwise attempted to terminate said Lease or the tenancy of Sherwood Brothers Incorporated, in the premises and Sherwood Brothers Incorporated, sill remains in possession of said premises under and by virtue of a lease dated July 31, 1930, as modified by the letter dated August 4, 1930, and as extended by the Agreements hereinabove referred to, and the defendants have accepted all rent as the same has accrued thereunder, up to the present time.

TO THE END, THEREFORE,

A. That the said Theodore B. Wolf and Florence E. Wolf, his wife, may be required to perform specifically the contract embodied in the lease dated July 31, 1930, between John Lipin and Augusta Lipin, his wife, as modified by the letter dated August 4, 1930, from Sherwood Brothers Incor porated, to John Lipin and Augusta Lipin, his wife, to which the property was sibject at the time that the defendants, Theodore B. Wolf and Florence E. Wolf, his wife, purchased the same and accepted a deed conveying to them the said property and other properties on March 21, 1945; and which contract was accepted by the said Sherwood Brothers Incorporated, by notice sent to the said Theodore B. Wolf and Florence E. Wolf, his wife, on August 22, 1945, and received by them on, or about, August 31, 1945, which said acceptance, modified to comply with the terms of the letter dated August 4, 1930, was specifically accepted and ratified by Sherwood Brothers Incorporated in open Court at a prior hearing in this case.

B. That this Honorable Court may by its order require the said Theodore B. Wolf and Florence E. Wolf to execute a deed conveying the above-mentioned property, as described in the survey by Edward Hall, Jr., Surveyor for Anne Arundel County, Maryland, on or about March 10, 1947, to the said Sherwood Brothers Incorporated, free and clear of all encumbrances, upon the payment by the said Sherwood Brothers Incorporated, in the sum of Eight Thousand ($8,000.00) Dollars;

C. That this Honorable Court may appoint a Trustee to execute a deed conveying the above-mentioned property to the said Sherwood Brothers Incorporated, free and clear of all encumbrances, upon the payment by the said Sherwood Brothers Incorporated, of the sum of Eight Thousand ($8,000.00) Dollars, in the event the said Theodore B. Wolf and Florence E. Wolf, his wife, fail to do so and to authorize the said Trustee to accept the sum of Eight Thousand ($8,000.00) Dollars and to distribute the same under the orders of this Honorable Court;

D. That the said The Farmers National Bank of Annapolis and the said John Lipin and Augusta Lipin, his wife, be required to release from the lien of their respective mortgages the property hereinabove-mentioned;

E. That this Honorable Court may order the distribution of the purchase price between the defendants herein in accordance with their respective interests; and

F. That the complainant may have such other and further relief as the nature of its case may require.

May it please your Honors to grant unto your complainant a writ of sub poena directed to Theodore B. Wolf and Florence E. Wolf, his wife, residing at Annapolis Boulevard and Mountain Road, Millersville, Maryland; The Farmers National Bank of Annapolis, having its principal office located at Church Circle, Annapolis, Maryland; John Lipin and Augusta Lipin, his wife, residing at 405 Light Street Road, Glen Burnie, Maryland, commanding them to be and appear in this Court on some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.

Wilbur R. Dulin,

Solicitor for Complainant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 12 day of July, 1949, before me, the subscriber, a Notary

Public of the State of Maryland, in and for the County aforesaid, personally appeared the above-named Wilbur R. Dulin, Solicitor for the Complainant, and made oath in due form of law that the matters and facts set forth in the aforegoing Third Amended Bill of Complaint are true and correct to the best of his knowledge and belief and as he has been advised.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal.) Annie L. Bates, Notary Public.

Service of copy admitted July 13, 1949,

Marvin I. Anderson

Service of copy admitted 7/13/49

R. Tilghman Brice,3.

Filed July 13, 1949

ANSWER OF JOHN LIPIN AND WIFE TO THIRD AMENDED BILL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

John Lipin and Augusta Lipin, his wife, by Marvin I.Anderson, their attorney, answering the Third Amended Bill of Complaint filed against them in this Court, respectfully shows:

1. That they neither admit nor dent the allegations contained in paragraphs one, two,three, four, five, six, seven,eight, inen, ten, eleven, twelve, thirteen, fourteen fifteen, sixteen, seventeen, and eighteen of the Bill of Complaint, but they demand strict proof thereof.

Further answering the said Bill of Complaint generally;

The defendants deny that the said agreement would be renewed or extended as therein alleged, so far as they are concerned, but that full notice of the sale to the defendants, Theodore B. Wolf and wife was given to the complainants on March 21, 1945, that on April 25, 1945, more than a month after the transaction was concluded, the complainants entered into a new contract with the purchasers and then gave notice to them on August 22, 1945, of their exercise of the alleged option.

And as in duty bound, etc.,

Marvin I. Anderson,

Solicitor for John Lipin and Augusta Lipin.

Filed July 14, 1949

I Hereby certify that on this 14th day of July, 1949, I mailed a copy of the aforegoing Answer to the attorney for the complainants, Wilbur R. Dulin, Esquire, Annapolis, Maryland.

Marvin I.Anderson,

Solicitor for John Lipin and Augusta Lipin.

Filed July 14, 1949

ANSWER OF THEODORE B. WOLF AND FLORENCE E. WOLF, HIS WIFE,

TO THE THIRD AMENDED BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

The Answer of Theodore B. Wolf and Florence E. Wolf, his wife, by R. Tilghman III, their Solicitor, to the Third Amended Bill of Complaint heretofore filed in this case, respectfully shows:

FIRST: In Answer to the First Paragraph of the said Third Amended Bill of Complaint, your Respondents admit the allegations therein contained.

SECOND: Your respondents having no personal knowledge of the allegations contained in Paragraphs Nos. Two, Three, Four, and Five of the said Third Amended Bill of Complaint,can neither admit nor deny the allegations therein contained, though they do admit that the said agreements therein mentioned were filed with the testimony in this case.

THIRD: In answer to the Sixth Paragraph of the said Third Amended Bill of Complaint, your Respondents admit that Sherwood Brothers, Incorporated, were in possession of the property covered by a filling station, but these Respondents deny that Sherwood Brothers, Incorporated, entered into possession of all of the property as described in the Sixth Paragraph of the said Third Amended Bill of Complaint, nor has Sherwood Brothers, Incorporated, used, nor is it using all of said property as described in the Sixth Paragraph of said Third Amended Bill of Complaint.

FOURTH: In answer to the Seventh Paragraph of said Third Amended Bill of Complaint, these Defendants admit that they purchased the property therein mentioned, and that Sherwood Brothers, Incorporated, were in possession of a filling station, but these Respondents deny that they had any knowledge of any Lease or any renewals of any lease with respect to said property.

FIFTH: Your Respondents admit the allegations contained in Paragraphs Eight and Nine of said Third Amended Bill of Complaint.

SIXTH: In answer to the Tenth Paragraph of said Third Amended Bill of Complaint,your Respondents admit that they executed an agreement to Sherwood Brothers, Incorporated, but they deny that they had any knowledge of any option to purchase said property on the part of Sherwood Brothers, Incorporated, and your Respondents allege that they were intentionally mislead into signing said agreement, and that the said Plaintiff intentionally and with intention to practice fraud upon these Defendants, failed to disclose to them that the original lease contained an option to purchase said property.

SEVENTH: In answer to Paragraph Eleven of the said Third Amended Bill of Complaint, these Defendants had no knowledge of the terms of any lease between John Lipin and Augusta Lipin, his wife, and Sherwood Brothers, Incorporated, and these Defendants deny that Sherwood Brothers, Incorporated, was in possession of any more land than was actually and physically covered by said filling station and driveways.

EIGHTH: Your Respondents admit the allegations contained in Paragraphs Twelve,Thirteen and Fourteen of said Third Amended Bill of Complaint.

NINTH: Your Respondents can neither admit nor deny the allegations contained in the Fifteenth Paragraph of said Third Amended Bill of Complaint, they having no personal knowledge of the matters therein contained.

TENTH: Your Respondents admit the allegations contained in the Sixteenth Paragraph of said Third Amended Bill of Complaint, and allege that if this Court should grant the prayers of this Third Amended Bill of Complaint, these Defendants are entitled to the sum of Eight Thousand ($8,000.00) Dollars for the property.

ELEVENTH: In answer to the Seventeenth Paragraph of said Third Amended Bill of Complaint, your Respondents admit that the Plaintiff is in possession of said filling station and that they have accepted rent for the use of said property, but your Respondents dent that the

original lease has been extended to the present time.

Having answered said Third Amended Bill of Complaint your Respondents pray to be dismissed with their proper costs.

AND as in duty bound, etc.,

R. Tilghman Brice, 3rd,

Solicitor for Respondents.

Copy mailed to Wilbur R. Dulin 7/20/49

R. Tilghman Brice 3,

Sol. for Defendant

Filed July 20, 1949

ANSWER OF THE FARMERS NATIONAL BANK OF ANNAPOLIS TO THE THIRD AMENDED BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

The Answer of The Farmers National Bank of Annapolis, by R. Tilghman Brice,III, its Solicitor, to the Third Amended Bill of Complaint, filed in the above entitled case, respectfully shows:

FIRST: That having no personal knowledge of the allegations contained in Paragraphs One, Two, Three, Four, Five, and Six of said Third Amended Bill of Complaint it can neither admit nor deny the same.

SECOND: This Defendant admits the allegations contained in the Seventh Paragraph of said Third Amended Bill of Complaint, but having no personal knowledge of the existence of said lease, can neither admit nor deny any possession of Sherwood Brothers, Incorporated, thereunder.

THIRD: This Defendant admits the allegations contained in the Eighth Paragraph of said Third Amended Bill of Complaint, and further alleges that the mortgage mentioned therein to The Farmers National Bank of Annapolis is a first purchase money mortgage and any funds accruing under these proceedings should be paid on account of the balance due on said mortgage.

FOURTH: This Defendant having no personal knowledge of the allegations as contained in Paragraphs Nine, Ten, Eleven, Twelve, Thirteen, Fourteen, Fifteen, Sixteen, and Seventeen of said Third Amended Bill of Complaint, can neither admit nor deny the allegations therein contained.

And having answered the said Third Amended Bill of Complaint this Defendant prays to be dismissed with its proper costs.

AND as in duty bound, etc.,

R. Tilghman Brice, 3,

Solicitor for The Farmers National Bank of Annapolis.

Copy mailed to Wilbur R. Dulin,

R. Tilghman Brice, 3,

Sol. for Defendant.

Filed July 20, 1949

STIPULATION

IT Is stipulated by and between the parties to this cause that none of them desire to take any additional testimony by reason of the filing by the plaintiff of its third amended bill herein; that the testimony already taken shall be held applicable as far as it is admissible to the case made by said third amended bill; and that this

case be, and the same is hereby, submitted for a final decree on said third amended bill, the answers thereto, and the testimony already taken. Nothing herein contained shall be construed as an admission of the correctness of the Court's views as expressed in the opinion filed by it herein on December 18, 1947.

Geo. B. P. Ward
Wilbur R. Dulin,
Solicitors for Plaintiff.
R. Tilghman Brice,3d.,
Solicitor for Theodore B. Wolf and
Florence E.Wolf,his wife, Defendants.
R. Tilghman Brice,3rd,
Solicitor for The Farmers National Bank
of Annapolis, Defendant.
Marvin I. Anderson,
Solicitor for John Lipin and
Augusta Lipin, his wife, Defendants.

Filed August 3, 1949

D E C R E E .

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

It is,thereupon, this 1st day of December, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED:

(1) That the sale of the property mentioned in these proceedings, that is to say:

All that piece or parcel of ground situate and lying on the west side of the old Annapolis Boulevard just north of its intersection with the Mountain road, in the third election district of said Anne Arundel County, and, according to a survey made by Edward Hall, Jr., surveyor, on March 10, 1947, described as contained within the following metes and bounds, courses and distances, that is to say:

Beginning for the same at a pipe set on the northwest side of a thirty-foot oiled roadway, forming the southeast boundary of the land herein described, which point of beginning is south 82 degrees 2 minutes east 220 feet from a pipe previously set at the end of the north 26 degrees 54 minutes east 480.3 feet line of the conveyance from Otis E. A.Fuss and wife to John Lipin and wife, by deed dated July 26, 1928, and recorded among the land records of said Anne Arundel County in Liber F.S.R. No. 36, folio 200 etc., which second mentioned pipe is also at the southwest corner of the conveyance from Otis A. Fuss and others to John Lipin and wife, by deed recorded among said land records in Liber W. N. W.No. 101, folio 148, etc.; thence, crossing said roadway, south 50 degrees 38 minutes east 30 feet; thence, binding on the southeast side of said roadway north 39 degrees 22 minutes east 120 feet, to the southwest side of said Annapolis Boulevard; thence, binding on the southwest side of said Boulevard, the following four courses and distances: north 50 degrees 38 minutes west 30 feet, to an "X" marked on the concrete at the northwest corner of said thirty-foot road-way; thence, leaving said roadway and continuing on the southwest side of said Boulevard, north 55 degrees 45 minutes west 59 feet, north 65 degrees 32 minutes west 60.75 feet, and north 70 degrees 37 minutes west 60.25 feet, to a point on the southwest side of said Boulevard distant in a southeasterly direction, 14 feet from the northwest corner of a concrete apron; thence, leaving said Boulevard, and running at right angles

thereto, south 19 degrees 23 minutes west 120 feet, to a point; and, thence, by a straight line, to the place of beginning; and being a part of the land which, by deed dated March 21, 1945, and recorded among said land records in Liber J.H.H. No. 326, folio 197,etc., was granted and conveyed by John Lipin and Augusta ,his wife, to the said Theodore B. Wolf and Florence Wolf:

By the defendants, Theodore B. Wolf and Florence E. Wolf, his wife, to the plaintiff, at and for the price and sum of eight thousand dollars($8,000), be specifically enforced.

(2) That the defendants, Theodore B. Wolf and Florence E. Wolf, shall, within thirty days from this date, execute and deliver to the plaintiff a deed conveying said property to the plaintiff, in fee simple, free and clear of all liens, provided the plaintiff, simultaneously therewith, pays them said sum of eight thousand dollars ($8,000), plus or minus such other sum or sums as may be necessary to adjust the taxes against said property and the rents to the date of transfer.

(3) That the defendants, Theodore B. Wolf and Florence E. Wolf, pay the costs of this case.

(4) That John H. Hopkins, III, Esquire, be, and he is hereby, appointed trustee to convey said property to the plaintiff in the event the said Theodore B. Wolf and Florence E. Wolf fail to close the transaction within the time aforesaid; and that the course and manner of his proceedings shall be as follows: He shall first file in this court a bond to the State of Maryland in the penalty of eight thousand dollars ($8,000), with a corporate surety, or in double that amount with personal sureties, to be approved by this court, conditioned, no matter the amount, for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; he shall, then, upon the payment of said purchase money, with a proper adjustment of taxes and rents as hereinbefore directed, execute a deed conveying said property to the plaintiff, in fee simple, free,clear and discharged of all claims of all the defendants therein or thereto; he shall, then, bring said purchase money into this court, to be paid to the defendants, after deducting the costs of this case and such compensation to the said trustee as this court shall think proper to allow, in consideration of the skill, fidelity and attention wherewith he shall appear to have discharged his trust.

James Clark. Judge.

Filed December 1, 1949

B-O-N-D- $8000.00

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, 3rd, of Anne Arundel County, State of Maryland, as Principal, and the Globe Indemnity Company, a body corporate of the state of New York, 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 EIGHT THOUSAND ($8,000.00) DOLLARS, for the payment of which 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 12th day of January, 1950.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, That whereas, by a decree of the

Circuit Court of Anne Arundel County, in Equity, dated December 1, 1949, in a cause entitled "Sherwood Brothers, Inc., vs Theodore B. Wolf, et al., No. 8965 Equity, it was among other things decreed, that the above bounden John H. Hopkins, 3rd, be appointed trustee to convey real estate in these proceedings mentioned or so much thereof as may be necessary, and to well and truly perform the trust reposed in him.

NOW, THEREFORE, THE ABOVE OBLIGATION IS SUCH, That if the above bounden, John H. Hopkins, 3rd, 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 in law.

Signed, sealed and delivered
in the presence of
Katharine H. McCutchan.

John H. Hopkins, 3rd, (SEAL)
Principal
GLOBE INDEMNITY COMPANY a body corporate,
By John H. Hopkins, 1V,
Attorney-in-Fact.

Approved 1/12/50
Benjamin Michaelson, A.J.
(Corporate Seal)

Filed January 12, 1950.

JACOB L. CARDIN, ASSIGNEE	:	No. 9627 EQUITY
VS	:	IN THE CIRCUIT COURT
JOSEPH M. RAGO AND	:	FOR
JENNIE J. RAGO, his wife.	:	ANNE ARUNDEL COUNTY.

: : : : ::

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket the above titled case. Original mortgage &c., filed herewith.

Jerome S. Cardin, Atty.

Filed February 1st, 1949

ORIGINAL MORTGAGE

THIS PURCHASE MONEY MORTGAGE, Made this 16th day of AUGUST, 1945, by and between JOSEPH M. RAGO and JENNIE J. RAGO, 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 $\overline{\text{IXI}}^{A}$ I_I^{B} I_I^{C} as herein indicated, and being the holder of FIFTEEN shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $1,500.00 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. The sum so secured is in part the Purchase Money of the property purchased.

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 that lot of ground, situate, lying

and being in The THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, and

BEING Known and designated as Lot No. SEVENTY-THREE (73) on the Plat of Belvedere Beach, duly recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 3, folio 78. (Cabinet 1, Rod A3, Plat 7).

BEING a part of the same property which was conveyed to the Jerome Realty Corporation by Jacob L. Cardin, Assignee, by Deed dated March 1st, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 63, folio 479.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any Amendment thereto.

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 part to be made and performed, then this Mortgage shall be void.

AND the 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, it successors and assigns, the monthly sum of $15.00, 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 $7.50 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 mortgage may become liable when payable; and to pay all fines that may be imposed on him, them it or by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground 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 the whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE,its successors or assigns, or Robert E. Kindred, 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 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 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 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, fee and commission 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 $1500.00, and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST: Joseph M. Rago (SEAL)

Fred W. Kuethe Jennie . Rago (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 16th day of August, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH M. RAGO and JENNIE J. RIGO, his wife, and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared JOSEPH D. RAGO, the 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

J.H.H. No. 67 Equity

Recorded 21 August,1945 10:10 A.M.,Liber J.H.H. #336,folio 397.

SHORT ASSIGNMENT

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association of Anne Arundel County, hereby assigns the within mortgage without recourse, to Jacob L. Cardin.

Witness the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this 28th day of January, 1949.

ATTEST:

FRED W. KUETHE,

Secretary,

(Corporate Seal)

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a Body Corporate,

By Joseph D. Groh, President.

Recorded 1 February,1949,11-10 A.M., Liber J.H.H. No.336,folio 399.

Filed February 1, 1949

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of JACOB L. CARDIN, Assignee, under the mortgage from Joseph M. Rago and Jennie J. Rago, his wife, to Glen Burnie Savings and Loan Association dated the 16th day of August, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 336 folio 397.

Paid to the Glen Burnie Savings & Loan Assoc.	$1031.76
Interest from 1/21/49 to 3/8/49	7.74
	$1039.50

Jacob L. Cardin, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE:

I HEREBY CERTIFY, That on this 24th day of February, 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 Jacob L. Cardin, assignee, the plaintiff in the above entitled cause, and made oath that the aforegoing is a true and just statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Notarial Seal)

Jerome S. Cardin, Notary Public

Filed February 28, 1949

THE HOME INDEMNITY COMPANY

Bond #N 95222

KNOW ALL MEN BY THESE PRESENTS:

That We, JACOB L. CARDIN, as Principal, and THE HOME INDEMNITY COMPANY, a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two 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 24th day of February in the year of our Lord one thousand nine hundred and forty-nine.

WHEREAS, the above bounden JACOB L. CARDIN by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell property situate Lot 73,Belvedere Beach,Anne Arundel County, Maryland, mentioned in

the proceedings in the case of Jacob L. Cardin vs Joseph M. Rago and Jennie J. Rago,his wife now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,

That if the above bounden JACOB L. CARDIN 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
Rose W. Greenberg ,Witness.
Ervin J. Dietricts, Witness

Jacob L. Cardin (SEAL)
THE HOME INDEMNITY COMPANY (SEAL)
By Frank R. Clark,Attorney-in-Fact.

(CORPORATE SEAL)

Filed & Approved this 5" day of March 1949.

John H Hopkins, 3rd, Clerk.

GEORGE W. SCIBLE,Auctioneer

PUBLIC SALE OF VALUABLE REAL ESTATE

SITUATED IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Joseph M. Rago and Jennie J. Rago, his wife, dated the 16th day of August,1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 336, folio 397, 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, MARCH 8th, 1949 AT 11:00 O'CLOCK A.M., the property described in said mortgage, namely:

Being known and designated as Lot No. 73 on the Plat of Belvedere Beach, duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 78 (Cabinet 1, Rod A3, Plat 7). Being a part of the same property which was conveyed to the Jerome Realty Corporation by Jacob L. Cardin, Assignee, by Deed dated March 1, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 63,folio 479.

Said lot of land is improved by a one story frame dwelling.

TERMS OF SALE: A deposit of $300.00 will be required of the purchaser on the day of sale, balance of the purchase money xxxxx with interest thereon at the rate of 6 per cent per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

JACOB L. CARDIN, Assignee,
233 Equitable Bldg.,Balto. Md.

m 3

Filed March 10, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 8, 1949

We hereby certify, that the annexed Notice of Public Sale Lot 73 Belvedere Beach-Joseph M. Rago No. 9627 Equity was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of March, 1949. The first insertion being made the 10th day of February 1949.

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

Filed March 10, 1949

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Jacob L. Cardin, Assignee, of the mortgage filed in these proceedings respectfully shows:

That after filing with the Clerk of this honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County for more than three successive weeks preceeding the day of the sale, said Jacob L.Cardin, Assignee, did, pursuant to said notice, on Tuesday, March 8,1949, at 11:00 A.M., offer the property described in said mortgage at public auction, at the Cour t House door in the City of Annapolis, State of Maryland, and then and there sold the said property to Jerome S. Cardin at and for the sum of One Thousand Two Hundred ($1,200.00) Dollars, being, at that figure the highest bidder;therefore, said property being the following:

BEING known and designated as Lot No. 73 on the Plat of Belvedere Beach duly recorded among the Plat Records of Anne Arundel County in Plat Book F.S.H. No. 3, folio 78 (Cabinet 1, Rod A3, Plat 7) Being a part of the same property which was conveyed to the Jerome Realty Corporation by Jacob L. Cardin, Assignee, by deed dated March 1, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.H. No. 63, folio 479.

Jacob L. Cardin, Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 9th day of March, 1949, before me the subscriber, a Notary Public in and for the City of Baltimore State of Maryland, personally appeared Jacob L. Cardin, Assignee, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

(Notarial Seal)

Ruth Kaplan, Notary Public.

Filed March 10", 1949

ORDER NISI

ORDERED, this 10" day of March, 1949, That the sale of the premises referred to in these proceedings made and reported by Jacob L. Cardin, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of April next. The report states that the amount of sales to be $1200.00.

John H. Hopkins, 3rd, Clerk.

Filed March 10", 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md.April 12,1949.

We hereby certify, that the annexed Order Nisi-Eq. #9627 -Joseph M. Rago was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of April, 1949. The first insertion being made the 17th day of March, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 3830.

By R. L. Brown,

Filed April 14, 1949.

FINAL ORDER

ORDERED BY THE COURT, This 14th day of April, 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 contract 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 April 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. May 4, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Jacob L. Cardin, Assignee, vs Joseph M. Rago and Jennie J. Rago, his wife, in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	66.24	116.24
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 -handbills and tax	9.69	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press - order nisi (acct)	5.00	
The Home Indemnity Co.- bond premium	10.00	
George W. Scible -auctioneer's fee	15.00	
Clerk of Court - recording assignment	.75	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.82	
Ruth Kaplan - notary fee	.50	73.59
To Assignee for Taxes, viz:		
1949 State and County taxes (adjusted)	3.48	3.48
To Jacob L. Cardin, Assignee without recourse of mortgage filed in these proceedings-this balance on account claim	975.69	975.69
		1,206.75
Amount of mortgage claim filed	1,039.50	
Cr. Amount allowed as above	975.69	
Balance subject to decree in personam with Jacob L. Cardin, Assignee	63.81	

		Cr.
1949 Mar. 9.		
Proceeds of Sale	1,200.00	
Interest on deferred payment	6.75	1,206.75
		1,206.75

Filed February 2", 1950

J.H.H. No. 67 Equity

ORDER NISI

ORDERED, This 6" 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 7" day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7" day of June next.

John H. Hopkins, 3rd, Clerk.

Filed May 6, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 23, 1949.

We hereby certify, that the annexed Order Nisi - Eq. #9627 Auditors Account Joseph M. Rago was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 7th day of June, 1949. The first insertion being made the 12th day of May, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 543. By R. L. Brown

Filed February 1st, 1950.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 2d day of February, 1950, that the aforegoing Report of the Auditor and Account/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 February 2nd, 1950.

MARGARET MCCLUNG BILLINGSLEY Montvale, Virginia.	:	NO. 9759 EQUITY
vs	:	IN THE
JAMES HERNDON BILLINGSLEY, JR. Infant, Montvale, Virginia	:	CIRCUIT COURT
CLARENCE JORDAN, JR., Arnold, Maryland	:	FOR
VIRGINIA LEDERHOS Arnold, Maryland	:	ANNE ARUNDEL COUNTY

: : : : : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, by her attorneys, Ridgely P. Melvin, Jr., and Richard E. Lankford, respectfully shows:

1. That James Herndon Billingsley departed this life testate on October 25, 1947, leaving surviving him as his sole heirs at law his widow, Margaret McClung Billingsley, and his infant son, James Herndon Billingsley, Jr., both of whom are parties to this proceedings.

2. That the decedent, James Herndon Billingsley, was in his lifetime seized and possessed of the following two parcels of land near Arnold, Anne Arundel County,

Maryland, more particularly described as follows:

PARCEL NO. I.

FIRSTLY: Beginning for the same at an iron pipe now set on theNorthwest side of a 15.0 foot right of way leading in a Northeast direction to the Ritchie Highway, the said iron pipe and place of beginning is distant the two following courses and distances from another iron pipe heretofore set at the beginning of Lot No. 2 heretofore conveyed to James Herndon Billingsley and Edith May Billingsley, his wife, by Charles L. Tate and Sadie A. Tate, his wife, by deed dated December 11, 1928, and recorded in Liber F.S.R. No. 47, folio 96, FIRST COURSE, North 20 degrees, 18 minutes West 51.38 feet, and SECOND COURSE, North 60 degrees 12 minutes East 119.9 feet to the beginning point of this description, thence running from the said beginning point so fixed and along the said side of said 15.0 foot right of way North 60 degrees 12 minutes East 70.0 feet to another iron pipe, thence leaving said right of way and running through part of the above mentioned lot No. 2 for a new division line between the lot now being described and the lot adjoining hereto on the Northeast,North 33 degrees
/37 minutes West 155.98 feet to another iron pipe, thence leaving said lot, South 59 degrees 23 minutes West 69.68 feet to another iron pipe, thence with another lot adjoining hereto on the Southwest, South 33 degrees 31 minutes East 155.0 feet to the place of beginning. Containing 0.25 acres of land according to a survey and plat by J. Revell Carr, October, 1947, the said plat to be recorded with the deed.

TOGETHER WITH the right to the use in common, for the purpose of egress and ingress, of the above mentioned 15.0 foot right of way which is described as follows: Beginning for the same at a point at the end of the South 60 degrees 12 minutes West 50.0 foot line in the above described lot and also distant North 76 degrees 37 minutes West 21.91 feet from an angle in said right of way, and thence running from the said beginning point establishing the Northwestern side of the said right of way North 60 degrees 12 minutes East 235.95 feet, and North 51 degrees East 136.1 feet to another iron pipe in the Westerly right of way line of the above mentioned Ritchie Highway and the point of ending of said 15.0 foot right of way.

SECONDLY: Beginning for the same at an iron pipe heretofore set on the Southwesterly side of a 16.0 foot road leading in a Southeasterly direction to a 15.0 foot right of way which leads in a Northeasterly direction to the Ritchie Highway, the said iron pipe and place of beginning is the Northeast corner of a 0.358 acre lot heretofore conveyed to Clarence Jordan, Jr., by Margaret M. Billingsley, ancillary administratrix, by deed dated March 19, 1949, and recorded in Liber J.H.H. No. 514, folio 459, thence running from the said beginning point so fixed leaving the said 16.0 foot road and with the Northerly line of the said last mentioned conveyance and also the Northerly line of a 0.25 acre lot adjoining hereto on the South and adjoining the said mentioned conveyance on the West, South 59 degrees, 23 minutes West 169.68 feet to another iron pipe at the Northeast corner of a 0.631 acre lot adjoining the said 0.25 acre lot on the West, thence running across part of the whole tract hereinafter mentioned North 33 degrees 31 minutes West 40.0 feet to another iron pipe, thence parallel with the first line of this description North 59 degrees 23 minutes East 169.63 feet to another iron pipe now set on the Westerly side of the 16.0 foot road first above mentioned in this description, thence with the same South 33 degrees 35 minutes East 40.0 feet to the place of beginning. Containing 6,788.0 square feet of land,

according to a survey by J. Revell Carr, April, 1949.

BOTH of the above described parcel of ground being a part of the above mentioned lot No. 2 conveyed as aforesaid to James Herndon Billingsley and wife by deed dated December 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 47, folio 96.

PARCEL NO. 2.

FIRSTLY: Beginning for the same at an iron pipe now set on the eastern right of way line of the B. & A. Railroad, distant North 20 degrees 18 minutes West 51.38 feet from another iron pipe heretofore set at the beginning of Lot No. 2, conveyed to James Billingsley and Edith May Billingsley, his wife, by Charles L. Tate and Sadie A.Tate, his wife, by deed dated December 11, 1928, and recorded in Liber F.S.R. No. 47,folio 96; thence running from the said beginning point so fixed along the said right of way and with part of the lines of the said Lot No. 2 reversely, North 20 degrees 18 minutes West 106.62 feet, and North 22 degrees 49 minutes West 50.0 feet to another iron pipe, thence leaving the said Lot No. 2, and running across part of the same for a new division line North 60 degrees 15 minutes East 85.89 feet to another iron pipe, thence South 33 degrees, 31 minutes East 155.0 feet to another iron pipe on the Northwest side of a 15.0 foot right of way leading in a Northeasterly direction to the Ritchie Highway, thence with the said side of said 15.0 right of way South 60 degrees 12 minutes West 50.0 feet to the end of said right of way, thence continuing said last mentioned course still through part of the above mentioned Lot No. 2, South 60 degrees 12 minutes West 69.9 feet to the place of beginning. Containing 0.631 acres of land,according to a survey and plat by J. Revell Carr, October, 1947, the said plat to be recorded with the deed.

TOGETHER WITH the right to the use in common, for the purpose of egress and ingress, of the above mentioned 15.0 foot right of way which is described as follows: Beginning for the same at a point at the end of the South 60 degree 12 minute West 50.0 foot line in the above described lot and also distant North 67 degrees 37 minutes West 21.91 feet from an angle in said right of way, and thence running from the said beginning point establishing the Northwestern side of the said right of way North 60 degrees 12 minutes East 235.95 feet, and North 51 degrees East 136.1 feet to another iron pipe in the Westerly right of way line of the above mentioned Ritchie Highway and the point of ending of said 15.0 foot right of way.

SECONDLY: Beginning for the same at an iron pipe heretofore set at the Northeast corner of the firstly described 0.631 lot, the said iron pipe and place of beginning is distant South 59 degrees 23 minutes West 69.68 feet from the Northwest corner of a 0.358 acre lot heretofore conveyed to Clarence Jordan, Jr., by Margaret M.Billingsley, ancillary administratrix, by deed dated March 19, 1949, and recorded in Liber J.H.H. No. 514, folio 459, the said iron pipe and place of beginning is also the Northwest corner of a 0.25 acre lot adjoining the above mentioned firstly described 0.631 acre lot on the East, thence running from the said beginning point so fixed and across part of the whole tract hereinafter mentioned North 33 degrees 31 minutes West 40.0 feet to another iron pipe, thence South 59 degrees 23 minutes Wesr 79.42 feet to another iron pipe on the right of way line of the Baltimore and Annapolis Railroad and on the East side of said Railroad, thence with said right of way and on the East side thereof South

24 degrees 14 minutes West 40.18 feet to another iron pipe heretofore set at the Northwest corner of the above mentioned 0.631 acre lot, thence leaving said Railroad and running with the Northerly line of the said last mentioned 0.631 acre lot (the same being as aforesaid the firstly described lot in said deed) North 60 degrees 15 minutes East 85.89 feet to the place of beginning. Containing 3,306.0 square feet of land, according to a survey by J. Revell Carr, April, 1949.

BOTH of the above descrived parcels of ground being a part of the above mentioned Lot No. 2, conveyed as aforesaid to James Herndon Billingsley and wife by deed dated December 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 47, folio 96.

3. That said property was devised by the decedent, James Herndon Billingsley, to your Oratrix, Margaret McClung Billingsley, and the said James Herndon Billingsley,Jr., jointly, as will appear by reference to said decedent's Will recorded among the Will Records of the Orphans' Court for Anne Arundel County.

4. That your Oratrix, individually, and on behalf of her infant son, the said James Herndon Billingsley, Jr., has heretofore agreed to sell Parcel No. 1 described above to Clarence Jordan, Jr., one of the respondents herein, at and for the sum of $350.00, and has likewise agreed to sell Parcel No.2 described above to Virginia Lederhos, one of the Respondents herein, at and for the sum of $3075.00; the contracts being filed herewith.

5. That the sale of said property in accordance with said contracts will be for the best interest and advantage of the parties entitled to interest therein, particularly the infant, James Herndon Billingsley,Jr., and your Oratrix, who now reside in the State of Virginia and are unable to properly look after said property, and are in need of funds for their proper maintenance and support.

6. That the said property is free and clear of any liens and encumbrances; and that the sum of $3435 for said property is fair and equitable.

TO THE END, THEREFORE:

(a) That a decree may be passed confirming the Contracts of Sale for said parcels of land and that a trustee or trustees may be appointed for the purpose of effecting conveyance thereof.

(b) That the proceeds of said sales after proper deduction for commission, expenses, etc., may be distributed among the parties hereto, according to their respective rights and interest

(c) That your Oratrix may have such other and further relief as their cause may require.

AND, AS IN DUTY BOUND, ETC.

Ridgely P. Melvin, Jr.,
Towns-Worth Building,
Annapolis, Maryland.

Richard E. Lankford,
Towns-Worth Building,
Annapolis, Maryland,

Solicitor for the Complainant.

Filed August 4, 1949

EXHIBIT NO. 1 EXAMINER'S EXH. 6. JSS.

A G R E E M E N T

THIS AGREEMENT, made this 15th day of July, 1949, by and between Margaret McClung

Billingsley, widow, and James H. Billingsley, Jr., a minor, by Margaret McClung Billingsley, his mother and natural guardian, of the State of Virginia, of the first part, hereinafter called "VENDORS" ;and Clarence Jordan,Jr., of Arnold, Maryland, of the second part, hereinafter called "VENDEE".

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said VENDORS do bargain and sell unto the VENDEE, and the VENDEE does hereby purchase from the VENDORS, subject to any covenants and restrictions of record, the following described parcels of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and described as follows:

FIRSTLY: Beginning for the same at an iron pipe now set on the Northwest side of a 15.0 foot right of way leading in a Northeast direction to the Ritchie Highway, the said iron pipe and place of beginning is distant the two following courses and distances from another iron pipe heretofore set at the beginning of Lot No. 2 heretofore conveyed to James Herndon Billingsley and Edith May Billingsley, his wife, by Charles L. Tate and Sadie A. Tate, his wife, by deed dated December 11, 1928, and recorded in Liber F.S.H. No. 47, folio 96, FIRST COURSE, North 20 degrees 18 minutes West 51.38 feet, and SECOND COURSE, North 60 degrees 12 minutes East 119.9 feet to the beginning point of this description, thence running from the said beginning point so fixed and along the said side of said 15.0 foot right of way North 60 degrees 12 minutes East 70.0 feet to another iron pipe, thence leaving said right of way and running through part of the above mentioned Lot No. 2 for a new division line between the lot now being described and the lot adjoining hereto on the Northeast, North 33 degrees 37 minutes West 155.98 feet to another iron pipe, thence leaving said lot, South 59 degrees 23 minutes West 69.68 feet to another iron pipe, thence with another lot adjoining hereto on the Southwest, South 33 degrees 31 minutes East 155.0 feet to the place of beginning. Containing 0.25 acres of land according to a survey and plat by J. Revell Carr, October, 1947, the said plat to be recorded with the deed.

TOGETHER WITH the right to the use in common, for the purpose of egress and ingress, of the above mentioned 15.0 foot right of way which is described as follows: Beginning for the same at a point at the end of the South 60 degrees 12 minutes West 50.0 foot line in the above described lot and also distant North 76 degrees 37 minutes West 21.91 feet from an angle in said right of way, and thence running from the said beginning point establishing the Northwestern side of the said right of way North 60 degrees 12 minutes East 235.95 feet, and North 51 degrees East 136.1 feet to another iron pipe in the Westerly right of way line of the above mentioned Ritchie Highway and the point of ending of said 15.0 foot right of way.

SECONDLY: Beginning for the same at an iron pipe heretofore set on the Southwesterly side of a 16.0 foot road leading in a Southeasterly direction to a 15.0 foot right of way which leads in a Northeasterly direction to the Ritchie Highway, the said iron pipe and place of beginning is the Northeast corner of a 0.358 acre lot heretofore conveyed to Clarence Jordan, Jr., by Margaret M. Billingsley, ancillary administratrix, by deed dated March 19, 1949, and recorded in Liber J.H.H. No. 514, folio 459, thence running from the said beginning point so fixed leaving the said 16.0 foot road and with the Northerly line of the said last mentioned conveyance and also the Northerly

line of a 0.25 acre lot adjoining hereto on the South and adjoining the said mentioned conveyance on the West, South 59 degrees 23 minutes West 169.68 feet to another iron pipe at the Northeast corner of a 0.631 acre lot adjoining the said 0.25 acre lot on the West, thence running across part of the whole tract hereinafter mentioned North 33 degrees 31 minutes West 40.0 feet to another iron pipe, thence parallel with the first line of this description North 59 degrees 23 minutes East 169.63 feet to another iron pipe now set on the Westerly side of the 16.0 foot road first mentioned in this description, thence with the same South 33 degrees 35 minutes East 40.0 feet to the place of beginning. Containing 6,788.0 square feet of land, according to a survey by J. Revell Carr, April 1949.

BOTH of the above described parcels of ground being a part of the above mentioned Lot No.2 conveyed as aforesaid to James Herndon Billingsley and wife by deed dated December 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 47, folio 96.

AT and for the price of Three Hundred Fifty (350.00) Dollars, of which Fifty ($50.00) Dollars having been paid prior to the signing hereof, and the balance of said purchase price to be paid as follows: Three Hundred ($300.00) Dollars in cash at the time of settlement which shall be within 15 days after ratification of this sale by the Circuit Court for Anne Arundel County in Equity.

IT is agreed that the above sale is subject to the ratification of the Circuit Court for Anne Arundel County and should the said Court not ratify this sale the above mentioned deposit shall be returned to the VENDEE.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the VENDORS at the VENDEE's expense, which shall convey the property by a good and merchantable title to the VENDEE, from 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 born equally between the VENDORS and the VENDEE.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Frances Buford
Helen L. Huff
Ridgely P. Melvin, Jr.,

Margaret McClung Billingsley (Seal)
James H. Billingsley, Jr.,
By Margaret M. Billingsley
his Mother and Natural Guardian (Seal)
Clarence Jordan, Jr., (SEAL)

Filed August 4, 1949

EXHIBIT NO. 2. EXAMS. EXH. 7, JSS.

A G R E E M E N T

THIS AGREEMENT, made this 5th day of July, 1949, by and between Margaret McClung Billingsley, widow, and James H. Billingsley, Jr., a minor, by Margaret McClung Billingsley his mother and natural guardian, of the State of Virginia, of the first part, hereinafter called "VENDORS"; and Virginia L. Lederhos, single, of Arnold,Maryland, of the second part, hereinafter called "VENDEE".

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said VENDORS do bargain and sell unto the VENDEE, and the VENDEE does hereby purchase from the VENDORS, Subject to any covenants and restrictions of record, the following described parcels of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland,and described as follows:

FIRSTLY: Beginning for the same at an iron pipe now set on the eastern right of way line of the B & A Railroad, distant North 20 degrees 18 minutes West 51.38 feet from another iron pipe heretofore set at the beginning of Lot No. 2, conveyed to James Herndon Billingsley and Edith May Billingsley, his wife, by Charles L. Tate and Sadie A. Tate, his wife, by deed dated December 11, 1928, and recorded in Liber F.S.R. No. 47, folio 96; thence running from the said beginning point so fixed along the said right of way and with part of the lines of the said Lot No. 2 reversely, North 20 degrees 18 minutes, West 106.62 feet, and North 22 degrees 49 minutes West 50.0 feet to another iron pipe ,thence leaving said Lot No. 2, and running across part of the same for a new division line North 60 degrees 15 minutes East 85.89 feet to another iron pipe, thence South 33 degrees 31 minutes East 155.0 feet to another iron pipe on the Northwest side of a 15.0 foot right of way leading in a Northeasterly direction to the Ritchie Highway, thence with the said side of said 15.0 right of way South 60 degrees 12 minutes West 50.0 feet to the end of said right of way, thence continuing said last mentioned course still through part of the above mentioned Lot No.2, South 60 degrees 12 minutes West 69.9 feet to the place of beginning. Containing 0.631 acres of land, according to a survey and plat by J. Revell Carr, October, 1947, the said plat to be recorded with this deed.

TOGETHER WITH the right to the use in common, for the purpose of egress and ingress, of the above mentioned 15.0 foot right of way which is described as follows:

Beginning for the same at a point at the end of the South 60 degree 12 minutes West 50.0 foot line in the above described lot and also distant North 76 degrees 37 minutes West 21.91 feet from an angle in said right of way, and thence running from the said beginning point establishing the Northwestern side of the said right of way North 60 degrees 12 minutes East 235.95 feet, and North 51 degrees East 136.1 feet to another iron pipe in the Westerly right of way line of the above mentioned Ritchie Highway and the point of ending of said 15.0 foot right of way.

SECONDLY: Beginning for the same at an iron pipe heretofore set at the Northeast corner of the firstly described 0.631 lot, the said iron pipe and place of beginning is distant South 59 degrees 23 minutes West 69.68 feet from the Northwest corner of a 0.358 acre lot heretofore conveyed to Clarence Jordan, Jr., by Margaret M. Billingsley, ancillary administratrix, by deed dated March 19, 1949, and recorded in Liber J.H.H. No. 514, folio 459, the said iron pipe and place of beginning is also the Northwest corner of a 0.25 acre lot adjoining the above mentioned firstly described 0.631 acre lot on the East, thence running from the said beginning point so fixed and across past of the whole tract hereinafter mentioned North 33 degrees 31 minutes West 40.0 feet to another iron pipe, thence South 59 degrees 23 minutes West 79.42 feet to another iron pipe on the right of way line of the Baltimore and Annapolis Railroad and on the East side of said Railroad, thence with said right of way and on the East side thereof South 24 degrees 14 minutes West 40.18 feet to another iron pipe heretofore

set at the Northwest corner of the above mentioned 0.631 acre lot, thence leaving said Railroad and running with the northerly line of the said last mentioned 0.631 acre lot (the same being as aforesaid the firstly described lot in this deed) North 60 degrees 15 minutes East 85.89 feet to the place of beginning. Containing 3,306.0 square feet of land, according to a survey by J. Revell Carr, April, 1949.

BOTH of the above described parcels of ground being a part of the above mentioned Lot No. 2 conveyed as aforesaid to James Herndon Billingsley and wife by deed dated December 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 47, folio 96.

AT and for the price of Three Thousand Seventy-five ($3,075.00) Dollars, of which Three Hundred ($300.00) Dollars having been paid prior to the signing hereof, and the balance of said purchase price to be paid as follows: Two Thousand Seven Hundred Seventy-five ($2,775.00) Dollars in cash at the time of settlement which shall be within fifteen (15) days after the ratification of this sale by the Circuit Court of Anne Arundel County in Equity.

IT is agreed that the above sale is subject to the ratification of the Circuit Court for Anne Arundel County and should the said Court not ratify this sale the above mentioned deposit shall be returned to the VENDEE.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the VENDORS 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 VENDORS and the VENDEE.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Frances Buford

Helen L. Huff

MARGARET McCLUNG BILLINGSLEY (SEAL)

JAMES H. BILLINGSLEY,JR., By Margaret M. Billingsley, his mother and natural guardian. (SEAL)

Virginia Lederhos (SEAL)

Filed August 4", 1949

AFFIDAVIT OF SERVICE.

STATE OF VIRGINIA, County of Bedford, TO WIT:

I, Rebecca G. Lazenby, Notary Public,in and for Bedford County, Virginia, do hereby certify that on this 9th day of August, 1949,at 3:50 o'clock, I personally served a copy of the Bill of Complaint, a copy of which is attached hereto, on James Herndon Billingsley, Jr., an infant, and at the same time a copy of said paper on Margaret McClung Billingsley, mother and natural guardian of said infant, both of whom reside at Montvale, Virginia.

I further aver and swear that I am of full age and have no interest whatsoever in or out of the above entitled cause.

(Notarial Seal)

Rebecca G. Lazenby, Notary Public.

My Commission expires:-Sept.22, 1951.

Filed August 11, 1949

A copy of the within Bill of Complaint has been served on James Herndon Billingsley, Jr., and Margaret McClung Billingsley at Bedford, Virginia, this 9th day of August, 1949 at 3:50 o'clock by delivering a copy of said bill to the said James Herndon Billingsley, Jr., and Margaret McClung Billingsley.

(Notarial Seal.) Rebecca G. Lazenby, Notary Public

Filed August 11, 1949

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Margaret McClung Billingsley, complainant in the above cause, by Ridgely P. Melvin, Jr., and Richard E. Lankford, her Attorneys, respectfully represents:

That the said James Herndon Billingsley, Jr., Respondent in said cause, has been notified according to law of the above entitled proceedings, but being an infant, he cannot answer and defend this suit for himself.

Your Petitioner, therefore, prays your Honors to appoint a Guardian ad litem to appear and answer for said infant.

AND AS IN DUTY BOUND, ETC.

Ridgely P. Melvin, Jr.,

Richard E. Lankford

Filed August 11, 1949

ORDER

ORDERED, by the Circuit Court for Anne Arundel County this 12th day of August, 1949, that Morris Albert be, and is hereby appointed Guardian ad litem to appear and answer for James Herndon Billingsley, Jr., infant.

Benjamin Michaelson. Judge.

Filed August 12, 1949

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Margaret McClung Billingsley, Complainant in the above cause, by her attorneys, Ridgely P. Melvin, Jr., and Richard E. Lankford, respectfully represents:

1. That, heretofore to wit, on August 9th,1949, the infant Defendant in said cause, James Herndon Billingsley, Jr., was served with a copy of the Bill of Complaint in these proceedings and a copy served on his mother and natural guardian; and Affidavit of said service has been filed in these proceedings.

2. That at the time of said service on him, the said infant was without the jurisdiction of this Honorable Court.

3. That, nevertheless, Your Petitioner, after said service on said infant, petitioned this Honorable Court to appoint a Guardian ad litem to appear and answer for said infant.

4. That pursuant to said Petition and Order of Court thereon, Morris Albert was appointed Guardian ad litem to appear and answer for said infant.

5. That subsequent to said appointment your Petitioner was advised that the Rules of Court and Equity require that, in such cases, said infant Defendant be served with a writ of summons or Order of Publication before a Guardian ad Litem for said infant can be effectively appointed.

6. That the said infant has now been served with process according to law and a

copy of the writ of subpoena left with the parent of said infant, but being an infant he cannot answer and defend this suit for himself.

Your Petitioner, therefore, prays your Honors to appoint a Guardian Ad litem to appear and answer for said infant.

AND AS IN DUTY BOUND, ETC.

Ridgely P. Melvin, Jr.,

Richard E. Lankford,

Solicitors for the Complainant,
Towns-Worth Building,Annapolis, Maryland ,

Filed August 26, 1949

ORDER

Upon the aforegoing Petition, it is ORDERED, by the Circuit Court for Anne Arundel County, this 26th day of August,1949, that Morris Albert be and he is hereby,appointed Guardian ad litem to appear and answer for James Herndon Billingsley, Jr., infant.

Benjamin Michaelson, Judge.

Filed August 26, 1949

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

James Herndon Billingsley, Jr., infant, Respondent in the above entitled proceeding,by Morris Albert, Guardian ad litem, for answer to the Bill of Complaint filed herein respectfully shows:

1. That he neither admits nor denies the allegations contained in the said Bill of Complaint but demands strict proof thereof.

Having answered the said Bill of Complaint as fully as he can and submitting to such decree as this Court shall deem equitable and proper to pass in the premises, he prays that his interest may be protected in such manner as shall be consistent with equity.

AND AS IN DUTY BOUND,ETC.

Morris Albert

Guardian ad litem.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this __ day of August, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Morris Albert, and made oath in due form of law that the matters and things stated in the above Answer are true to the best of his knowledge and belief.

(Notarial Seal) Audrey M. Casey. Notary Public.

Filed August 26, 1949

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Virginia L. Lederhos and Clarence Jordan,Jr., to the Bill of Complaint exhibited against them in the above entitled proceedings, respectfully represents:

1. That they admit the allegations contained in the Bill of Complaint.

2. That they consent to the passage of a Decree by this Honorable Court confirming the Contracts of Sale referred to in the Bill of Complaint.

AND AS IN DUTY BOUND, ETC.

Wilbur R. Dulin, Atty for Virginia Lederhos

Clarence Jordon, Jr.,

Filed September 6, 1949

J.H.H. No. 67 Equity

WAIVER

Come now, the Defendant, Clarence Jordan, Jr., and Virginia Lederhos,and say that it is not desired to take any testimony on their behalf, which right is hereby waived including the right of cross-examination of any witnesses who may appear; notice of taking of testimony by the Plaintiff and their presence thereat and all signatures are also expressly waived.

Clarence Jordan, Jr.,

Wilbur R. Dulin,

Attofney for Virginia Lederhos

Filed September 7, 1949

Testimony on behalf of the Blaintiff.

PRESENT:-

Mr. Ridgely P. Melvin, Solicitor for Plaintiff

Mr. Morris Albert, Guardian ad Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Margaret McC. Billingsley, ---------- 2 to 6

Charles F. Lee, Jr., ---------- 7 to 8

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

COSTS:

JSS----$8.00
JDS-----7.50

Margaret McClung Billingsley, the Plaintiff, being first duly sworn, says:-

(Melvin)

1. State your name and residence?

A. Margaret McClung Billingslea, Montvale, Virginia.

2. You are the Plaintiff in this case?

A. Yes.

3. Are you married now?

A. My husband is dead.

4. What was your husband's name?

A. James H. Billingsley.

5. When did your husband die?

A. October 25th, 1947.

6. Where did he die?

A. In Durham, N.C., Duke Hospital.

7. When were you married to James H. Billingsley?

A. October 29th, 1940.

8. Were you the first wife of James H. Billingsley?

A. No, his first wife was Edith May Billingsley, she died before he did.

9. Did your husband own any real estate in Anne Arundel County when he died?

A. Yes he did.

10. Did he leave a Last Will and testament?

A. Yes.

11. I show you a certified copy of the Will of James H. Billingsley filed in the Orphans Court of Ane Arundel County in Liber R.C.P. No. 3, folio 82, and ask you if

that is his Will?

A. Yes it is.

°°°°°°Filed as Exam. Exh. 1.

12- According to your husband's will where was his property left, his Anne Arundel County property, to whom was it left?

A. It was left to me and my son, James H. Billingsley, Jr., he will be 8 years old the 4th of September coming.

13. Has your husband's estate been administered on?

A. Yes.

14. Is the estate now closed?

A. Yes.

15. Are there any inheritance taxes or other debts owing by the estate?

A. None so far as I know.

16. Was Notice to Creditors published during the administration of the estate?

A. Yes.

°°°°Statement of Register of Wills as to closing of the estate filed as Exam. Exh. 2.

17. What property did your husband own in Anne Arundel County at the time of his death?

A. He owned about four acres of land at Arnold, Maryland.

18. Did he acquire those four acres at the same time?

A. No, I think there are three deeds.

19. I show you these three deeds and ask you if those are the three deeds by which your husband acquired the property of which he died seized and possessed of in Anne Arundel County?

A. Yes they are?

°°°Deeds filed as Exam. Exh. 3-4-5

20. Do these deeds describe the property, the lots which adjoin each other?

A. It does, it consists of 4¼ acres.

21. During his life time did he sell any of this property?

A. He had a contract for the sale of the house and .358 acres to Clarence Jordan,Jr.

22. Has that Contract been executed now by you as Ancillary Administratrix?

A. Yes.

23. And the deed to Mr. Jordan has been executed by you?

A. Yes.

24. You state in your Bill of Complaint that you, individually and on behalf of your infant son, James Herndon Billingsley, Jr., have agreed to sell a parcel of land described in Parcel No. 1 to Clarence Jordan, Jr., one of the Respondents herein for the sum of $350., will you describe briefly that property?

A. It is a lot that adjoins the house and lot which had been previously conveyed to him under the Contract of Sale which I mentioned a moment ago, it is about 90 feet front on the original survey, it is approximately half an acre.

25. Is that parcel of land accurately described in the Bill of Complaint?

A. Yes.

26. Which one of the three deeds does that property come out of?

A. The major part of it comes out of the deed dated December 11th, 1928 from Charles L. Tate and wife marked Exhibit 3 herein. A smaller portion on the North comes out of the deed dated July 30th,1931,from Charles L. Tate and wife, marked Examiner's Exhibit 5.

27. Are there any buildings on Parcel No. 1?

A. No.

28 Are there any liens or other encumbrances on this property?

A. No.

29. Do you consider $350 a fair price for the property?

A. Yes.

30. Do you consider it would be to the best interest of all parties to this proceeding that the Contract of Sale of this parcel No. 1 be ratified, especially with regard to the infant's interest?

A. I think so especially as there is no income from it as it is. I live in Virginia and it is hard for me to get up here, that is my home there and I have a position as school teacher there.

31. It is your desire then to have the Court ratify this Contract for the sale of Parcel No. 1?

A. Yes.

32. You have also described in your Bill of Complaint Parcel No. 2, and have stated that you, individually and on behalf of your infant son, have likewise agreed to sell this Parcel No. 2 to Virginia Lederhos for the sum of $3075, is this property described in your Bill of Complaint?

A. Yes.

33. Which one of the deeds does this property come out of?

A. The same two deeds marked Examier's Exhibits 3 and 5.

34. Approximately how much acreage in Parcel No. 2?

A. 7 acres.

35. Are there any buildings on Parcel No. 2.

A. There is a dwelling house and small outbuilding.

36. Do you consider $3075 a fair price for Parcel No. 2?

A. Yes.

37. Do you consider it would be to the interest of all parties herein that the Contract for sale of Parcel No. 2 be ratified?

A. Yes.

38. Are you able to properly look after the property here in Maryland?

A. No, I am not, not the way taxes have been in the last three years, it has made the income from it very slight, the insurance and other expenses on the property make it very slight.

Contracts offered in evidence as Exam. Exhs. 6 and 7.

39. I show you these Contracts of Sale for Parcel 1 and Parcel 2 and ask you if that is your signature?

A. Yes it is.

40. What do you propose to do with the proceeds from the sale of this property Parcel 1 and Parcel 2?

A. I intend to invest my half in a home for the boy and myself,and his part I will use it in accordance with the instructions in the Will.

No Cross Examination.

To the General question under the rule the witness says:

A. No.

Margaret McClung Billingsley.

Charles F. Lee, Jr.,a witness of lawful age, being first duly sworn, deposes and says:-(Melvin)

1. State your name and place of residence?

A. Charles J. Lee, Jr., I reside in the Third Election District of Anne Arundel County, Md.

2. What is your business?

A. Real Estate and Insurance.

3. How long have you been in business?

A. About fifteen years.

4. Are you familiar with the property at Arnolds which Mrs. Billingsley has agreed to sell to Mrs. Virginia Lederhos?

A. I am.

5. Have you had occasion to inspect that property?

A. Yes. several times.

6. Will you describe the property briefly?

A. I don't know the exact size of the lot she is buying, it is a four room bungalow on concrete foundation, no basement, composition roof, rock lath interior, electricity,water pump, and has pine floors. I know there is water in the house, and I know there is a well, that was sometime ago when I saw the interior, it is in good condition, it has been kept up.

7. Is the land around the house uncultivated?

A. It is uncultivated, grown up mostly pine trees on the hill side.

8. Is the road leading from the Ritchie Highway a paved road?

A. No, I was in there a few weeks ago, just regular dirt road as you go through.

9. Do you consider #3075 a fair price for that house and lot?

A. Yes I do, it is quite a way back from the main road.

10. Do you think it would be to the advantage of the parties to this suit, particularly the infant, that this offer be accepted?

A. I do.

11. There is another parcel I show you here, they have agreed to sell to Jordan, are you familiar with that piece of ground between Jordan and Lederhos that Mrs. Billingsley on her behalf and on behalf of her infant son have agreed to sell to Clarence Jordan, Jr.,?

A. Yes.

12. What is the approximate area of this?

A. .25 plus a small fraction about 1/3rd of that amount again.

13. Are there any improvements on that piece?

A. None. There is no cultivation there at all, all overgrown pine trees amd brush,and all hill, you could not cultivate it.

14. Where is this piece located with respect to Lederhos'_

A. It is East of that, it is the adjacent lot formerly owned by Charles L. Tate.

15. Do you consider $350 a fair price for this property?

A. Yes I do.

16. Do you consider it to be to the best interest of the parties to this case,particularly the infant James Herndon Billingsley,Jr., that this offer be accepted?

A. Yes.

NO CROSS EXAMINATION.

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

A. No.

Chas. F. Lee, Jr.,

There being on 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 9th day of February, 1949.

Jno. S. Strahorn (Seal)

Examiner.

Filed September 9, 1949

EXAM. EXH. 1. J.D.S.

WILL OF REV. J. H. BILLINGSLEY

Creeds, Va.

Oct. 9th, -47

Last Will and testament of

Rev. J. H. Billingsley.

I, in sound mind leave to my wife Margaret McClung Billingsley, my car to be her oen, any money in our names jointly, or any property, Real Estate Etc. I leave to her and J. H. Billingsley, Jr., Jointly- This embraces property at Arnold, Maryland or any fiancial income therefrom.

I appoint her as administrator with authority for legal transactions, my children by first marriage do not share in my property as they have agreed because of money spend in Education, they have had their share except Margaret Edythe Parks who has accepted for her part (note as payment) of loan made to she and her husband on purchase of boat.

Any other money in banks in my name I leave to my wife Margaret Mcclung Billingsley and Jim Jr.,Billingsley my Son that she use to live on and Educate my Son; her Powers as legal Administrator cover this also.

All of the above becomes so after all debts are settled and funeral expenses are paid, embracing a moderate priced casket, a waterproof vault, asphalt or otherwise & embalming.

I request to be buried in family plot #45 Arnold, Maryland Asbury Methodist burial cemetery.

Respectfully

Rev. J. H. Billingsley,

Creeds,Va.

Witness

Eleanor T. Nicholson

Alice T. Smith

STATE OR 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 Rev. J. H. Billingsley late of said County deceased,taken from Wills Liber R.G.P. 3,folio 82, one of the records Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 24th day of August in the year of our Lord, nineteen hundred and forty-nine.

(Court Seal) R. Glenn Prout

Register of Wills forAnne Arundel County.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

I, R. Glenn Prout, Register of Wills for Anne Arundel County, Maryland, do hereby certify that Margaret McClung Billingsley, ancillary administratrix, c.t.a., has paid all Court costs and State tax on commissions in the above estate. That there was no inheritance tax due in this estate.

I further certify that the estate was closed, Second and Final Account passed by the Court, on April 5, 1949.

R. Glenn Prout,

(Orphans' Court Seal) Register of Wills.

Date of File not stated.

EXAMS. EXH . 3, J.D.S. DEED

This Deed made this eleventh day of December in the year Nineteen hundred and twenty-eight by Charles L. Tate, and Sadie A. Tate, his wife, of the first part and James Herndon Billingsley and Edith May Billingsley, his wife, of the second part, all of Anne Arundel County, in the State of Maryland, Witnesseth:

That for and in consideration of the sum of Ten dollars current money, in hand paid by the said parties of the second part to the said parties of the first part, at or before the execution and delivery of these presents,the receipt whereof is hereby acknowledged and for divers other good and valuable considerations, them thereunto moving, the said Charles L. Tate and Sadie A. Tate, his wife, have bargained and sold and by these presents do grant and convey unto the said James Herndon Billingsley and Edith May Billingsley,his wife, as tenants by the entireties, their heirs and assigns, in fee simple, subject, never-the less to the conditions and restrictions hereinafter set forth. All those lots, parts of lots, pieces or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County,aforesaid, and described as follows, according to a survey thereof made by J. Revell Carr, Surveyor, December 3, 1928, that is to say:

(I) Beginning for the same at a concrete monument now placed on the West side of the Baltimore and Annapolis Boulevard where the same in intersected by the North side of a thirty feet road extending in a Southwesterly direction to the North shore Branch of the Washington, Baltimore and Annapolis Electric Railroad; thence running from said place of beginning and along the West side of said Boulevard above mentioned, North forty degrees thirty-five minutes West one hundred feet to another concrete monument; thence leaving the said Boulevard and running South fifty-one degrees West two hundred ninety and eleven hundredths feet to another concrete monument now placed on the East side of a twenty feet wide road; thence running with the East side of said twenty feet wide road, South thirty three degrees thirty five minutes East one hundred and forty five hundredths feet to another concrete monument now placed on the North side of the first mentioned thirty feet wide road; thence leaving said twenty feet wide road and running the North side of the said thirty feet wide road, North fifty one degrees East three hundred two and three tenths feet to the place of beginning, to be known as Lot Number One (1) of Plat "A" of the Charles L. Tate sub-division.

(2) Beginning for the same at a concretet monument now placed on the East side or in the eastern right of way line of the North Shore branch of the Washington, Baltimore and Annapolis Railroad where the same is intersected by the North side of a thirty feet wide

road extending in a Northeasterly direction to the Baltimore and Annapolis Boulevard; thence running from said place of beginning and with the North side of said thirty feet wide road North fifty one degrees East three hundred two and three tenths feet to another concrete monument now placed on the West side of a twenty feet wide road; thence leaving said thirty feet wide road and running with the West side of said twenty feet wide road North thirty-three degrees thirty-five minutes West two hundred feet to another concrete monument; thence leaving said twenty feet wide road and running South fifty degrees thirty seven minutes West two hundred fifty six and seventy eight hundredths feet to another concrete monument in the eastern right of way line of the first mentioned North Shore branch of the Washington, Baltimore and Annapolis Railroad; thence running with the said right of way line as the same is now located on a curve and distant thirty-three feet Northeasterly from the center line of said railroad, South twenty two degrees forty nine minutes East fifty feet and South twenty degrees eighteen minutes East one hundred fifty eight feet to the place of beginning, to be known as Lot Number Two (2) of Plat "A" of the Charles L. Tate sub-division. With a right of way through the property of the said Charles L. Tate over and along a road to be laid out by said Charles L. Tate to the waters of Chase Creek.
Being a part of the same property which was conveyed to the said Charles L. Tate by Alice V. Nichols et al. by deed dated on the thirtieth day of September in the year Nineteen hundred and nineteen and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 20 folio 116.

Upon the express condition, nevertheless, that the said James Herndon Billingsley and Edith May Billingsley, his wife, their heirs and assigns:

(1) That no open or outside privy or toilet shall be maintained on the premises, and all sewerage waste shall be conducted in a sanitary manner into a cesspool or septic tank, which shall be of brick or other equally substantial material and lined with cement, so as to make and maintain same water tight, and free from seepage,at all times.

(2) That said lot or premises or the buildings thereon or to be erected thereon shall not be conveyed, leased or rented to any Mongolian or person or persons of African blood, nor used or occupied by any such except as servants.

Together with all 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 them, the said James Herndon Billingsley and Edith May Billingsley, his wife, as tenants by the entireties, their heirs and assigns,in fee simple, subject,however, to the conditions and restrictions hereinbefore set forth.

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: Charles L. Tate (SEAL)

Myrtle Sturm. Sadie A. Tate (SEAL)

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this eleventh day of December in the year Nineteen hundred and twenty eight before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Charles L. Tate and Sadie A. Tate, his wife, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(Notarial Seal) Myrtle Sturm Notary Public

Received for record 13 December,1928,at 10:15 a.m. FSR 47,folio 96

Filed September 9, 1949

EXAMRS. EXH. #4 JDS.

DEED

NO CONSIDERATION.

THIS DEED made this 3rd day of July in the year Nineteen hundred and forty four by Charles L. Tate and Evelyn V. Tate, his wife, of the first part and James Herndon Billingsley, and Edith May Billingsley, his wife, of the second part, all of Anne Arundel County, in the State of Maryland, WITNESSETH:

That for and in consideration of the sum of Ten dollars, current money, in hand paid by the said parties of the second part to the said parties of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, them thereunto moving, the said Charles L. Tate and Evelyn V. Tate, his wife, have bargained and sold and by these presents do grant and convey unto the said James Herndon Billingsley and Edith May Billingsley, his wife, as tenants by the entireties, their heirs and assigns, in fee simple, subject nevertheless to the conditions and restrictions hereinafter set forth, All that lot, part of a lot, piece or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County aforesaid, and described as follows, according to a plat and survey thereof made by J. Revell Carr, Surveyor , June 1944, that is to say: Beginning for the same at an iron pipe heretofore set at the southeast corner of lot No. 2 heretofore conveyed to James Herndon Billingsley and Edith May Bilingsley, his wife, by Charles L. Tate and Sadie A. Tate, his wife, by deed dated December 11, 1928 and recorded in Liber F.S.R. 47 folio 96, which said mentioned lot No. 2 is shown on a plat together with Lot No. 3 surveyed for Charles L. Tate, called Plat "A" dated July 1931, and recorded with the deed to the said lot No. 3 which was also conveyed to the said James Herndon Billingsley and wife by the same grantors by deed dated July 30, 1931, and recorded in Liber F.S.R. 89 folio 267, thence running from the said beginning point, so fixed leaving the said mentioned lot No. 2 and along the northwesterly side of a 30.0 foot road (now abandoned at the time of making this survey) North 51 degrees no minutes east 152.1 feet to another iron pipe now set on the westerly side of the Ritchie Boulevard, thence leaving the said mentioned 30.0 foot road and with the westerly side of the said Ritchie Boulevard, South 25 degrees 09 minutes east 109.7 feet to another iron pipe thence leaving said Boulevard and running through part of the whole tract hereinafter mentioned, South 51 degrees, 52 minutes west 465.0 feet to another iron pipe now set on the easterly right of way line of the Baltimore and Annapolis Railroad, thence with the same North 13 degrees 43 minutes west 106.1 feet to another iron pipe heretofore set at the southwesterly corner of the above mentioned Lot No. 2, thence leaving said Railroad and with the Southeasterly line of the said mentioned Lot

No. 2 and the northwesterly side of the said 30.0 foot road so as to include the same in this description, North 51 degrees no minutes east 302.3 feet to the place of beginning, containing 1.0 acre of land according to the survey and plat aforesaid, subject to the restrictions set out in aforesaid deed to Billingsley and wife recorded as aforesaid in Liber F.S.R. 89 folio 267.

Being a part of the same property which was conveyed to the said Charles L.Tate by Alice V. Nichols, et al, by deed dated September 30, 1919 and recorded in Liber W.N.W. No. 20,folio 116 and being a part of the same property conveyed to Charles L. Tate and Evelyn V. Tate, his wife, by Richard E. Lankford, Trustee, by deed dated January 14, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 30, folio 365.

Together with all 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 them the said James Herndon Billingsley and Edith May Billingsley, his wife, and tenants by the entireties, their heirs and assigns, in fee simple, subject, however, to the conditions and restrictions hereinbefore set forth.

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:

Wilhelmina P. Hopkins — Charles L. Tate (SEAL)

Wilhelmina P. Hopkins — Evelyn V. Tate (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that on this 3rd day of July, Nineteen hundred and forty-four, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Charles L. Tate and Evelyn V. Tate, his wife, and they acknowledged the aforegoing Deed to be their act and deed.

Witness my hand and seal Notarial.

(Notary Seal) Wilhelmina P. Hopkins, Notary Public

Recorded 3 July.1944,at 12: P.M., Recorded J.H.H. No. 310 folio 301
Filed September 9, 1949

EXAMS: EXH. 5 JDS. DEED

This Deed made this thirtieth day of July in the year Nineteen hundred and thirty-one by Charles L. Tate and Sadie A. Tate, his wife, of the first part and James Herndon Billingsley and Edith May Billingsley, his wife, of the second part, all of Anne Arundel County, in the State of Maryland, Witnesseth:

That for and in consideration of the sum of Ten dollars, corrent money, in hand paid by the said parties of the second part to the said parties of the first part,at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, them thereunto moving, the said Charles L. Tate and Sadie A. Tate, his wife, have bargained and sold and by these presents do grant and convey unto the said James Herndon Billingsley and Edith May Billingsley, his wife, as tenants by the entireties, their heirs and assigns,

in fee simple, subject nevertheless to the conditions and restrictions hereinafter set forth. All that lot, part of a lot, piece or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County aforesaid, and described as follows, according to a plat and survey thereof made by J. Revell Carr, Surveyor, July 22, 1931, that is to say: Beginning for the same at a point on the Southwest side of a sixteen feet road at the end of the second line of Lot Number 2 on Plat "A" heretofore conveyed by Charles L. Tate and wife to James Herndon Billingsley and wife by deed dated December 11, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 47 folio 96; thence running from the said beginning and along the Southwest side of the said 16 feet road North thirty-five degrees seventeen minutes West three hundred fifty and sixty-five hundredths feet to an iron pipe now set on the southwest side of the said 16 feet road; thence leaving the same and running South fifty-four degrees forty-three minutes West two hundred and five and ninety-one hundredths feet to another iron pipe set on the North east right of way line of the Washington, Baltimore and Annapolis (north shore) Railroad; thence running along the said right of way the four following courses and distances: South twenty-nine degrees fifty-five minutes East one hundred feet, South twenty-eight degrees thirty minutes East one hundred feet, South twenty-six degrees twenty-seven minutes East one hundred feet, and South twenty-four degrees fifteen minutes East seventy-two and sixty-four hundredths feet to the Northwest corner of the first mentioned Lot number Two; thence running with the northern boundary line of the said lot Number Two North fifty degrees thirty-seven minutes East two hundred fifty-six and seventy-eight hundredths feet to the place of beginning, containing one and eighty-seven hundredths (1.87) acres of land, to be known as Lot Number Three (3) of the Charles L. Tate sub-division, Plat A, Being a part of the same property which was conveyed to the said Charles L. Tate and Sadie A.Tate, his wife, by Nicholas H. Green, Trustee, 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 deed

Upon the express condition, nevertheless, that the said James Herndon Billingsley and Edith May Billingsley, his wife, their heirs and assigns:

(1) That no open or outside privy or toilet shall be maintained on the premises, and all sewerage waste shall be conducted in a sanitary manner into a cesspool or septic tank, which shall be of brick or other equally constantial material and lined with cement, so as to make and maintain same water tight, and free from seepage, at all times.

(2) That said lot or premises or the buildings thereon or to be erected thereon shall not be conveyed, leased or rented to any Mongolian or person or persons of African blood, nor used or occupied by any such except as servants.

Together with the buildings and improvements thereupon erected made or being and all and every the rights, roads, ways, waters, privileges, appurtrnance 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 them the said James Herndon Billingsley and Edith May Bilingsley, his wife, as tenants by the entireties, their heirs and assigns, in fee simple,subject however, to the conditions and restrictions hereinbefore set forth.

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: Charles L. Tate (SEAL)

Myrtle Sturm Sadie A. Tate (SEAL)

State of Maryland, Anne Arundel County, Sct;

I hereby certify that on this thirtieth day of July in the year Nineteen hundred and thirty-one before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Charles L. Tate and Sadie A. Tate,his wife, and they acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial

(Notarial Seal) Myrtle Sturm , Notary Public.

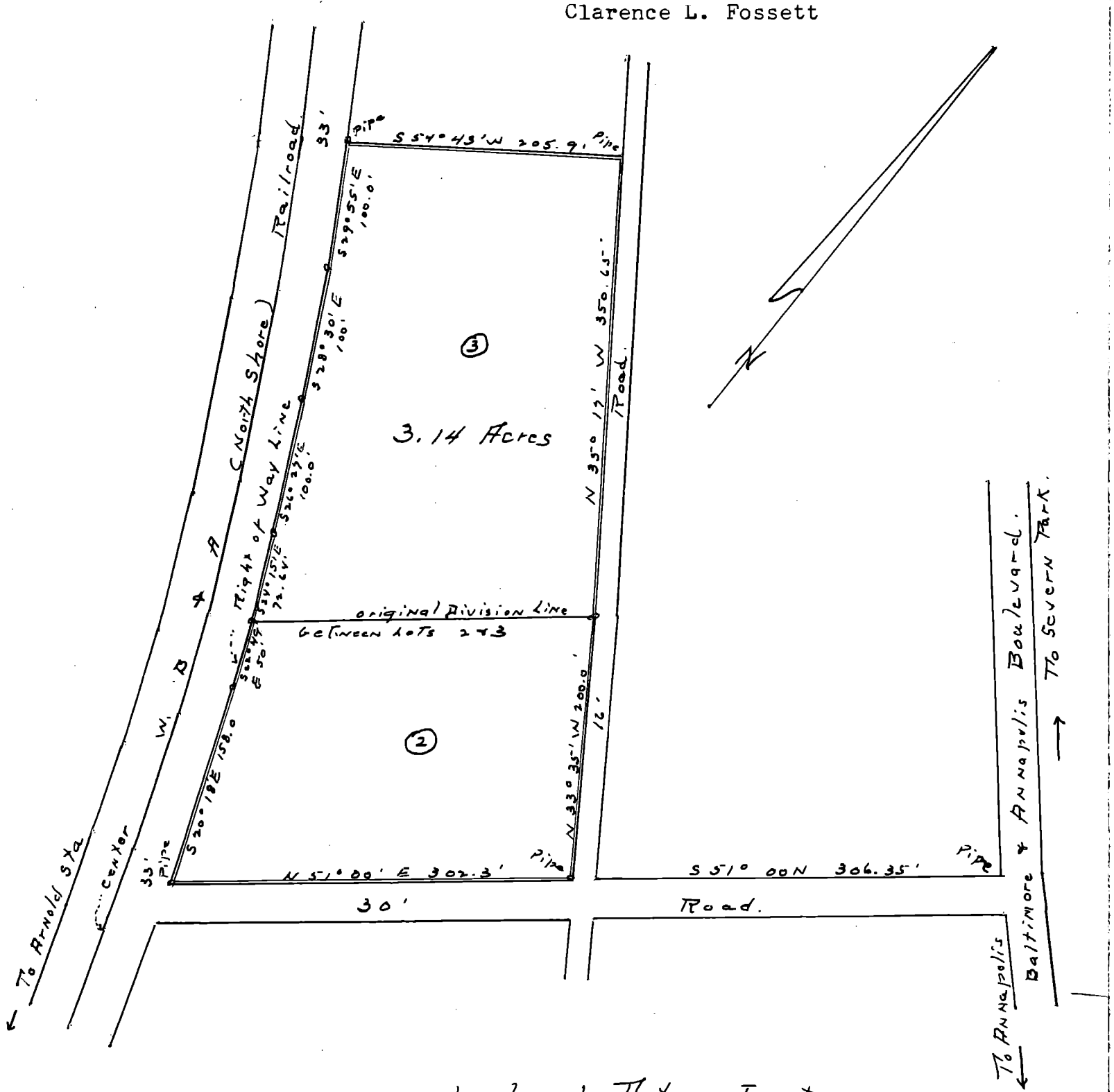
April 30th-40

TO Whom it may Concern:

This is to certify that I Charles L.Tate have transferred to Rev.J.H.Billingsley burial plot in cemetery of Asbury Methodist Church, Lot located between Srpiggs and Gulick plot #45 on Church grave yard plat. This Verbally done by myself, Rev.C.L. Fossett, J.H.Billingsley, and Signed.

Charles L. Tate

Clarence L. Fossett



Charles L. Tate Tract.
Part of Plat "A" 3rd District.
Anne Arundel Co. Md.
July 1931 Scale 1" = 100'

SUBMISSION FOR DECREE

There being no further testimony, the above case is submitted for a decree.

Ridgely P.Melvin,Jr.,

Richard E. Lankford
Attorneys for Margaret M.Billingsley
Morris Albert
Guardian ad litem for James H.Billingsley,Jr.
Clarence Jordan,Jr.,
Defendant

Wilbur R. Dulin
Attorney for Virginia Lederhos

Filed September 21, 1949

Decree

This cause standing ready for hearing and being submitted, proceedings were read and and considered, and it appearing to the Court that it is to the best interests of the infant defendant, James Herndon Billingsley, Jr., that the two Contracts mentioned herein, dated July 5, 1949 and July 15, 1949, be ratified and confirmed and the property therein mentioned be conveyed in accordance with the terms thereof.

It is therefore this 22d day of September, 1949, ADJUDGED, ORDERED and DECREED, that the said Contracts be ratified and confirmed and that the properties mentioned therein be conveyed in accordance with the terms thereof.

That Richard E. Lankford be, and he is hereby, appointed trustee to carry out and perform the provisions of this decree which are as follows:

That upon the receipt of the full purchase money in accordance with the provisions of the contract of sale relating to Parcel No. 1 as described in the bill of Complaint herein, the said trustee, by good and sufficient deed to be executed and acknowledged agreeable to law, shall convey said Parcel No. 1 unto Clarence Jordan,Jr., free and clear of all encumbrances, including claim of the parties of these proceedings and of any persons claiming by, from or under them, or any of them.

That upon the receipt of the full purchase money in accordance with the provisions of the contract of sale relating to Parcel No. 2 as described in the bill of complaint herein, the said trustee, by good and sufficient deed to be executed and acknowledged according to law, shall convey said Parcel No. 2 unto Virginia Lederhos, free and clear of all encumbrances, including claim of the parties to these proceedings and of any persons claiming by, from or under them, or any of them.

That said trustee shall give bond in the principal sum of Three Thousand Five Hundred Dollars ($3,500.00) with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as such trustee.

That said trustee shall bring into this Court the monies arising from such sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of these proceedings and such commissions to the trustee as this Court shall deem proper and after the Court's auditor has stated her account.

Benjamin Michaelson, Judge.

Filed September 22, 1949

No. 9759

FIDELITY AND DEPOSIT COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS:

That we, Richard E. Lankford, and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand

Five Hundred ($3,500.00) 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 23rd day of September in the year of our Lord one thousand nine hundred and forty-nine.

WHEREAS, the above bounden Richard E. Lankford by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Md,,has been appointed Trustee to sell convey by good and sufficient deed two parcels of land mentioned in the proceedings in the case of Margaret McClung Billingsley vs; James Herndon Billingsley, Jr.,infant, et al $9759 Equity,now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Richard E. Lankford 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:

Rhoda L. Cook — Richard E. Lankford (SEAL)

ATTEST: — FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Rhoda L. Cook (Corporate Seal) — By Ridgely P. Melvin,Jr.,

Filed & Approved this 23" day of Sept. 1949.

John H. Hopkins, 3rd Clerk.

TRUSTEE'S REPORT

TO THE HONORABLE,THE JUDGES OF SAID COURT:

The report of Richard E. Lankford, Trustee appointed in the above entitled cause, respectully s shows:

1. That he was appointed trustee to carry out and perform the provisions of a decree passed by this Honorable Court on September 22, 1949.

2. That the said trustee in compliance with the provisions of said decree has received the full purchase money in accordance with the provisions of the contract of sale relating to Parcel No. 1, as described in the bill of complaint in this proceeding and has executed a deed conveying said Parcel No. 1 unto Clarence Jordan,Jr., and has delivered the same to the said Clarence Jordan, Jr.,

3. That the said trustee in compliance with the provisions of said decree has received the full purchase money in accordance with the provisions of the contract of sale relating to Parcel No. 2,as described in the bill of complaint in this proceeding and has executed a deed conveying said Parcel No. 2 unto Virginia Lederhos, and has delivered the same to the said Virginia Lederhos.

4. That the said trustee has filed a bond in the principal sum of $3,500.00 in accordance with the provisions of said decree.

5. That the said trustee has deposited the proceeds of said sale in a special account subject to the further order of this Honorable Court.

6. That the said trustee prays this Honorable Court to ratify said sales and

refer the proceedings to an auditor for the purpose of stating an account and order such provision of the proceeds of said sale as this Honorable Court may find proper.

AND as in duty bound, etc.

Richard E. Lankford, Trustee

Filed October 26, 1949

D E C R E E

Upon the foregoing report of sale it is this 26th day of October, 1949, ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County, in Equity, that the sales reported therein be, and the same are hereby, finally ratified and confirmed; and it is further ORDERED, ADJUDGED and DECREED that the proceedings be referred to the Court's Auditor for the purpose of stating an account; and it is further ORDERED, ADJUDGED and DECREED that the said Trustee, after payment of all expenses incident to effecting said sales including costs of the proceedings herein and any attorney's fees and commissions allowed, shall disburse the balance in accordance with the account to be stated by the Auditor, after ratification of the Auditor's Account by the Court.

Benjamin Michaelson, Judge.

Filed October 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. November 10, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Margaret McClung Billingsley Vs James Herndon Billings, Jr., infant, et al. in ac.

To Trustee for Commission, viz:	132.75	132.75
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	33.25	
Jos. W. Alton - Sheriff's costs	5.80	
John S. Strahorn - Examiner's fee	8.00	
Juliet D. Strahorn - Stenographer's fee	7.50	
Morris Albert - Guardian ad Litem's fee	4.00	
Auditor - stating this account	13.50	92.05
To Trustee for Expenses, viz:		
Capital-Gazette Press- order nisi (acct)	5.00	
Fidelity & Deposit Co.-Bond premium	14.00	
J.Revell Carr- survey and description	38.00	
Richard E. Lankford and Ridgely P.Melvin,Jr.- fee for legal services rendered (Court order of 10 /24/49)	75.00	
One-half Federal and State revenue stamps Parcel No.1)	.55	
One-half Federal and State revenue stamps Parcel No.2)	3.85	
Audrey M. Casey- notary fee	.50	
Mary L. Kerchner - notary fee	.50	137.40

BALANCE FOR DISTRIBUTION $3,094.89

Distributed to devisees of James H. Billingsley, as follows:

To Margaret McClung Billingsley, widow-one-half	$1,547.44	
To James H. Billingsley Jr., son- one-half	1,547.45	3,094.89
		3,457.09

with Richard E. Lankford, Trustee Cr.

1949		
Sept. 22 Proceeds of Sale of Parcel No. 1 containing .406 acres (7/5/49)	350.00	
Proceeds of Sale of Parcel No. 2 containing .631 acres (7/15/49)	3,075.00	3,425.00
Refund 1949 State & County Taxes on Parcel No. 1	.33	
Refund 1949 State & County Taxes on Parcel No. 2.	4.28	4.61
Adjustment of rent from 10/1/49 to 10/24/49 at $20.00 per month	15.48	15.48
Proportionate part of cost of survey paid by Clarence Jordan, as agreed	12.00	12.00
		3,457.09

Filed November 10, 1949

ORDER NISI

ORDERED, This 10" 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 12" 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 12" day of December next.

John H. Hopkins, 3rd, Clerk.

Filed November 10, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 6, 1949

We hereby certify that the annexed ORDER NISI Eq. #9759 Auditor's Account Margaret Herndon Billingsley 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 December, 1949. The first insertion being made the 11th day of November, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 7532. By. R. Lucile Brown.

Filed December 13, 1949

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 13th 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 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 December 13, 1949.

GERMAN ORPHAN HOME, a body corporate of the District of Columbia,

PLAINTIFF

vs

NATIONAL METROPOLITAN BANK of Washington, D.C., a body corporate of the District of Columbia and

CORNELIUS H. DOHERTY, Executors and Trustees under Last Will and Testament of

FREDERICK W. BUCHHOLZ, late of District of Columbia, deceased

NATIONAL METROPOLITAN BANK OF Washington, D.C. Ancillary Administrator of the Estate of Frederick W, Buchholz, deceased,

CHRISTINE BUCHHOLZ, Infant

and

DOROTHY BUCHHOLZ,

DEFENDANTS

In the

Circuit Court for

Anne Arundel County

No. 8904 Equity

BILL FOR CONSTRUCTION OF WILL

To the Honorable, the Judges of said Court:

The plaintiff German Orphan Home, a body corporate of the District of Columbia, by Noah A. Hillman, its Solicitor, respectfully shows:

1. That it is a body corporate of the District of Columbia, formerly known as "German Protestant Orphan Asylum"; and that its name was changed by Act of Congress of June 5,1935, and it is located at Good Hope Hill, District of Columbia.

2. That by his last will and testament, Frederick W. Buchholz, who died in the City of Washington, D.C. November 22, 1944, appointed the National Metropolitan Bank of Washington, D.C., a body corporate of the District of Columbia and Cornelius H. Doherty, an Attorney of the District of Columbia, as his Executors and Trustees, who have there qualified, letters testamentary having been granted them by the United States District Court, holding a probate court, December 22, 1944; being Administration No. 64, 518; and that Ancillary Letters were granted by the Orphans Court for Anne Arundel County, Maryland, to the National Metropolitan Bank of Washington, D. C., May 1, 1945, being Administration No. 6382. A copy of said last will and testament is filed herewith and prayed to be taken as a part hereof, marked "Plaintiff's Exhibit No. 1".

3. That at the time said Frederick W. Buchholz died, he was seized and possessed of three contiguous parcels of land, on Bay Side Drive,at "Shoreham Beach" in Anne Arundel County. A Plat of said three parcels of land, made by J.R. McCrone,Jr., Surveyor, June, 1945, is filed herewith and prayed to be taken as a part hereof, marked "Plaintiff's Exhibit No. 2". That said parcels of land were acquired by him by two deeds, namely, a deed dated July 2, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 266, folio 13, and a deed dated July 9, 1942, recorded among said land records in Liber J.H.H. No. 266, folio 14, which said deeds are filed herewith and prayed to be taken as a part hereof, marked respectively, "Plaintiff's Exhibit No. 3 " and "Plaintiff's Exhibit No . 4".

4. That by Item XII of said last will and testament (Exhibit No. 1), the decedent devised to plaintiff certain property, in these words:

> "I give, devise and bequeath unto the German Orphan Asylum, at present located on Good Hope Hill, in the District of Columbia, the real estate, the improvements and its contents, known as Lot 17, in Block 3, of "Shoreham Beach ", Anne Arundel County, Maryland, in fee simple."

5. That the "improvements" mentioned in said paragraph of said will consist of a large dwelling house, shown in outline on said plat, (Exhibit No. 2) which is <u>not located</u> on "Lot 17, in Block 3"; that the same straddles Lot 17 and the 25 foot lot adjoining said Lot 17 on the North, and both of which lots are described in the deed secondly mentioned herein in paragraph 3 hereof, (Exhibit No. 4), the said two lots being shown on said plat as " J.H.H. 266-14" by the surveyor.

6. That the said two lots, Exhibit No. 4, and the lot marked on said plat "J.H.H. 266, 13 ",(which latter is the one first acquired by said testator) were considered and used by the said testator in his lifetime as an entirety and as a waterfront home.

7. That the plaintiff is advised and believes, and therefore avers, that the estate of said decedent is solvent, and comprises with the property herein mentioned a value of upwards of Four Hundred Thousand Dollars ($ 400,000.00), and although the said estate has not yet been fully administered, it is confidently believed that all specific devises of money, property,etc., have been or will hereafter be made over to the several devisees without diminution. That the rest, residue and remainder of the testator's property, by Item XVIII of his will, is to be placed in trust with the aforesaid trustees.

8. That the daughter of the testator, Christine Buchholz, is under the age of twenty one years, and resides with her Mother, Dorothy Buchholz, at 4348 Garrison Street, N. W. Washington, D. C.

9. That Dorothy Buchholz, mentioned in Item XVI of the said will, was, as your complainant is advised and believes, the wife of the testator; that before the said will was executed the parties were divorced, and therefore, she the said Dorothy Buchholz has no interest in the real estate of the said decedent wherever situate; except possibly through the provisions on her behalf shown in said paragraph XVI of said will, under the separation agreement therein mentioned, dated May 1, 1942,a copy of which said agreement is filed herewith as a part hereof for the information of the Court, marked "Plaintiff's Exhibit No.5".

10. That your complainant is advised, and believes, and therefore avers, that it was the intention of the testator to devise to your complainant by said paragraph XII of said will, all the property at Shoreham Beach, conveyed by said two deeds, Exhibits 3 and 4; the said whole property conveyed to him by the said two deeds being the only property owned by said testator in Anne Arundel County, and so used by him as one whole property from the time it was so acquired by him in the year 1942, and to the day of his death. Your complainant further shows that nowhere in said will is any other mention made of said waterfront home. And your complainant further shows, that it is impossible for it to take Lot 17 with "improvements" unless the dwelling

thereon is moved over to the south and, because said dwelling is of greater width than said Lot 17; said Lot 17 being 25 feet wide, while said dwelling (improvements) is upwards of 40 feet wide.

11. That your complainant is advised that at the time said will was drawn and executed in 1944, the original deeds (Exh. 3 and 4) were still undelivered to said Testator by the Clerk of the Circuit Court for Anne Arundel County, and were found there so undelivered after the death of the said testator when title to said property holdings by him in this county was being examined on behalf of a purchaser of the said whole property from your complainant. And your complainant further shows: That it is advised and believes and therefore avers that the verbal instructions given by the testator covering this devise in Item XII of his will were directly to the effect that all his property of every kind (real and personal) at Shoreham Beach should be included in said devise to your complainant.

To the end, therefore:

(1) That this Honorable Court may take jurisdiction in the premises, and may determine and decide what property the testator, Frederick W. Buchholz devised to German Orphan Home, your complainant under Item XII of his will.

(2) That the plaintiff may have such other and further relief as its case may require.

And, as in duty bound, etc.

Attest: GERMAN ORPHAN HOME

William R. Miller, By Frederick W. Schneider, Pres.

Secretary (Corporate Seal) P L A I N T I F _

Noah A. Hillman , Solicitor for Plaintiff.

DISTRICT OF COLUMBIA, to wit:

I Hereby Certify, that on this 13th day of August, 1945, before me, the subscriber, a Notary Public of the District of Columbia, personally appeared Frederick W. Schneider, the President of German Orphan Home, a body corporate of the District of Columbia the plaintiff in above case, who made oath in due form of law that the matters and facts set forth in said Bill of Complaint are true to the best of his knowledge,information and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Franklin A. Steneke , Notary Public

My Commission expires January 31, 1946.

Filed August 16, 1945.

LAST WILL AND TESTAMENT OF FREDERICK W. BUCHHOLZ

I, FREDERICK W. BUCHHOLZ ,of the City of Washington, District of Columbia, do make, publish and declare the following to be my last will and testament, hereby revoking any and all wills and codicils at any time heretofore made by me:

ITEM I: I direct my executors, hereinafter named, to pay all of my just debts and the expenses of my last illness, funeral and burial, in such amounts as they may deem proper, as soon after my death as may be practicable.

ITEM II. All clothing and wearing apparel, jewelry and articles of personal use and adornment, books, pictures, bric-a-brac, and household furniture, articles and effects, any automobiles, fowls, live stock and farming implements, of which I may die possessed, excepting therefrom, any tangible property and effects belonging to me but used in connection with the business of the Occidental Hotel, I give and bequeath unto my mother, Christina Buchholz,

if she shall survive me, or,if not, unto my daughter, Christine Buchholz.

ITEM III: I give and bequeath unto my cousin, Louise Stoner, the sum of Five Thousand Dollars ($5,000.00), if she shall survive me, but, if she shall predecease me, I give and bequeath the same, per stirpes, to her issue surviving at my death.

ITEM IV: I give and bequeath unto my cousin, Gustav Blank, of the City of Washington, District of Columbia, the sum of Five Thousand Dollars ($5,000.00), if he shall survive me, but, if he shall predecease me, I giwe and bequeath the same, per stirpes, to his issue surviving at my death.

ITEM V: I give and bequeath unto my cousin, William Buchholz, the sum of Three Thousand Dollars ($3,000.00), if he shall survive me, but, if he shall predecease me, I give and bequeath the same, per stirpes, to his issue surviving at my death.

ITEM VI: I give and bequeath unto Hedwig Merkle, of the City of Washington, District of Columbia, the sum of One Thousand Dollars, ($1,000.00),if she shall survive me, but, if she shall predecease me, I give and bequeath the same, per stirpes, to her issue surviving at my death.

ITEM VII: I give and bequeath unto my uncle, Julius Buchholz, of Chattanooga, Tennessee, the sum of Three Thousand Dollars, ($3,000.00), if he shall survive me, but, if he shall predecease me, I give and bequeath the same, per stirpes, to his issue surviving at my death.

ITEM VIII: If my cousin, Freda Blank, of the City of New York, State of New York, shall survive me, I give and bequeath unto her the sum of Five Hundred Dollars, ($500.00), but otherwise this legacy shall lapse.

ITEM IX: If my aunt, Anna Fischer, of the City of New York, State of New York, shall survive me, I give and bequeath unto her the sum of Five Hundred Dollars, ($500.00), but otherwise this legacy shall lapse.

ITEM X: I give and bequeath unto Fred W. Merkle, of the City of Washington, District of Columbia, the sum of Five Thousand Dollars,($5,000.00) if he shall survive me, but if he shall predecease me this legacy shall lapse, and I give and bequeath the said sum to be divided as follows: Two Thousand Dollars ($2,000.00) to his wife, Minnie Merkle, and the sum of One Thousand Dollars ($1,000.00) each to his children, Gustav Merkle, Frederick Merkle and Anita Merkle.

ITEM XI: I give and bequeath unto the German Orphan Asylum, at present located on Good Hope Hill, in the District of Columbia, the sum of One Thousand Dollars ($1,000.00) and I direct that the receipt of the proper officer or officers of said German Orphan Asylum shall constitute a full discharge and acquittance of my executors, whether said institution be incorporated or unincorporated.

ITEM XII: I give, devise and bequeath unto the German Orphan Asylum, at present located on Good Hope Hill, in the District of Columbia, the real estate, the improvements and ~~kks~~ its contents, known as Lot 17, in Block 3, of "SHORHAM BEACH, ANNE ARUNDEL COUNTY, MARYLAND", in fee simple.

ITEM XIII: I give and bequeath unto the Concordia Lutheran Church, at present located at 20th and G Streets, Northwest, in the City of Washington, District of Columbia, the sum of One Thousand Dollars ($1,000.00), and I direct that the receipt of the proper officer or officers of said church shall constitute a full discharge and acquittance of my executors, whether said church be incorporated or unincorporated.

ITEM XIV: I give, devise and bequeath unto Josephine Hanson the real estate known as Lots numbered Nineteen (19) to Twenty-five (25) inclusive, the Square numbered Fifty-six Hundred and Forty-three (5643) in the subdivision made by Stone and Shockey, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 119 at folio 71; subject to the amounts due on any deeds of trust in effect on this property at the time of my death, if she shall survive me, but, if she shall predecease me, this devise shall lapse.

ITEM XV: I give and bequeath unto each of the following persons who may survive me and be in my employ at the time of my death, the amounts set opposite their respective names: namely:

(a) Unto Charles B. Simmons, the sum of Two Thousand Dollars ($2,000.00)

(b) Unto Raymond A. Deaner, the sum of Two Thousand Dollars ($2,000.00)

(c) Unto Harry Littleford, the sum of Five Hundred Dollars ($500.00)

(d) Unto Albert Herbert, the sum of One Thousand Dollars ($1,000.00)

(e) Unto Merritt Greeley, the sum of Two Hundred Dollars ($200.00)

(f) Unto Claude Warren, the sum of One Thousand Dollars ($1,000.00)

(g) Unto Louis Nutz, the sum of Two Hundred Fifty Dollars ($250.00)

(h) Unto Frank J. Hutton, the sum of Two Hundred Fifty Dollars ($250.00)

(i) Unto Charles Poulson, the sum of Two Hundred Dollars ($200.00)

(j) Unto Waverley Brown, the sum of Two Hundred Fifty Dollars ($250.00)

(k) Unto Tevezo Hines, the sum of One Hundred Dollars ($100.00)

(l) Unto George Proctor, the sum of One Hundred Dollars ($100.00)

(m) Unto Edgar Saunders, the sum of One Hundred Dollars ($100.00)

(n) Unto Charles Jackson, the sum of One Hundred Dollars ($100.00)

(o) Unto Gus Avaras, the sum of One Hundred Dollars ($100.00)

(p) Unto Walter Zollicoffer, the sum of One Hundred Dollars ($100.00)

(q) Unto Fred Johnson, the sum of One Hundred Dollars ($100.00)

(r) Unto Jacob Felton, the sum of One Hundred Dollars, ($100.00)

(s) Unto George Jones, the sum of One Hundred Dollars ($100.00)

(t) Unto Walter Burton, the sum of One Hundred Dollars ($100.00)

(u) Unto Clem Wilson, the sum of One Hundred Dollars ($100.00)

ITEM XVI; I hereby direct my Executors, and thereafter my Trustees, to pay to Dorothy Buchholz the amount due in accordance with the separation agreement entered into between us under date of May 1, 1942.

ITEM XVII: I direct that all inheritance and like taxes which may be a charge on and payable out of any of the foregoing legacies and bequests shall, instead, be paid by my executors out of the remaining assets of my estate so that there may be no impairment or diminution of any of said legacies or of the foregoing bequests by reason of any such taxes.

ITEM XVIII: All of the rest, residue and remainder of my property and estate, both real and personal, of whatever kind and wheresoever situate or located, of which I may die seized or possessed, or to which I may be in anywise entitled at the time of my death, I give, devise, and bequeath, absolutely and in fee simple, unto my Executors, hereinafter named, and the survivor of them, as trustees, in trust, to hold the same with full discretionary powers of management, of sale and resale, in fee simple or otherwise, of mortgaging

and pledging, of investment, exchange, reinvestment, and changing investments, and to keep the same invested, collect all rents, revenues and income arising therefrom, and, after paying all such costs, charges and expense as they may deem necessary or proper in the administration of this trust, to pay over the net income arising therefrom unto my daughter, Christine Buchholz, if she shall survive me and has reached the age of twenty-one, and has not reached her thirtieth year. In the event that my daughter , Christine Buchholz, has not reached the age of twenty-one prior to my death, I hereby authorize and empower my trustees, in their discretion, to use and apply such net income, or such portion thereof as they may deem advisable, for her proper maintenance, education and support, and their statement of having so applied the same for the benefit of my daughter during her minority shall be their sufficient acquittance and discharge in respect of the amounts so stated by them to have been thus expended and applied. Upon my daughter reaching her thirtieth birthday, this trust shall finally cease and determine, and my trustees shall pay over the entire trust fund then in their hands, absolutely and in fee simple, to my daughter, Christine Buchholz. In the event that my daughter predecease me or die before reaching her thirtieth birthday, if any issue of her shall then survive her, my trustees shall thereafter pay over the net income arising from the trust fund, per stirpes, unto such issue until the youngest child shall reach the age of twenty-one years, at which time this trust shall finally cease and determine, and my trustees shall transfer, assign and pay over the entire trust fund then in their hands, absolutely and in fee simple, per stirpes, unto the then surviving issue of my said daughter, if any such issue there be, or in default of any issue of hers, then surviving, then, in equal shares, unto such of the following persons as may then be living, namely: My cousin, William Buchholz, Louise Stoner, Gustav Blank, hereinbefore mentioned, Freda Blank, hereinbefore mentioned, and Fred W. Merkle, hereinbefore mentioned; but if the said Louise Stoner, Gostav Blank and Fred W. Merkle, or any of them, shall then be dead, but leaving issue him or her then surviving, such respective surviving issue shall take, per stirpes, the same part or share which the deceased ancestor would have taken if living.

In the matter of investments and reinvestments of this trust fund, I authorize and empower my trustees, in their discretion, to retain or invest any portion or portions of the trust fund, from time to time, as they may deem advisable, not only in those securities which are ordinarily deemed suitable for trustees or which may be prescribed or permitted by law or by rule of court as investments for trustees, but also in such other security or securities, including other types of bonds and preferred and common stocks, as my trustees may deed to be in the best interests of the trust fund and of the respective beneficiaries thereof, nor shall my trustees be liable for any loss or damage which may result to the trust estate or any portion thereof or to any of the beneficiaries thereof, by reason of any such retention or investment, in securities other than those usual for trustees, except in case of negligence, a willful default, or bad faith.

ITEM XIX: It is not through any lack or regard or affection for my mother, Christina Buchholz, that I have not made any provision for her in this my last will and testament, other than that contained in Item II, but only because she is already amply provided for.

ITEM XX: I hereby name, constitute and appoint The National Metropolitan Bank of Washington, a corporation organized and existing under the laws in force in the District of Columbia and having its principal office and place of business at the City of Washington, in said District, its successors and assigns, and Cornelius H. Doherty, an attorney of the District of Columbia, and the survivor of them, to be the executors of this my last will and testament, as well as trustees of the trust hereinbefore created. If, however, it shall be impossible or inadvisable for the said The National Metropolitan Bank of Washington to qualify or act as executor and/or trustee as to any portion of my estate lying outside the District of Columbia, then, and in any of such events, I hereby name, constitute and appoint Cornelius H. Doherty to act as such executor and/or trustee as to such property of mine outside the District of Columbia, and with the same powers conferred and duties imposed herein upon the said The National Metropolitan Bank of Washington and Cornelius H. Doherty, as Executors and Trustees. I request that no bond or undertaking be required of any executors or trustees acting hereunder, either in this or in any other jurisdiction wherein they may deem it necessary or advisable to qualify.

I hereby give to the executors or surviving executor who may act hereunder, full power and discretion in the management and control of my estate, with the right and power to sell all, or any portion thereof, which they or the survivor may deem necessary or advisable for the payment of my just debts, the settlement of my estate, or in the best interests of my estate; and no purchaser from my executors or trustees shall be under any obligation to see to the application of the purchase money.

If, at the time of my death, I shall be the owner, either in whole or in part, of the hotel business now conducted at Nos. 1411 & 1413 Pennsylvania Avenue, N.W., in the City of Washington, District of Columbia, known as the "OCCIDENTAL HOTEL", excluding the ownership of the realty at 1413 Pennsylvania Avenue, N. W., I hereby authorize and empower my aforesaid executors, and, if said business shall become a part of the trust fund hereunder, then also my said trustees, to determine, in their sound discretion, whether to make sale of said business, including all tangible property owned and used by me in connection therewith, and also the good will and any other rights or assets, tangible or intangible, pertaining thereto, or to continue, during such time or times as they may deem advisable, to conduct the said hotel business, and, if for any reason they should deem it advisable to incorporate the same and to hold the stock of such corporation or a part thereof as an asset of the estate, that they may do so. My said executors and trustees, if they determine to continue to operate said hotel business, shall have full discretion as to those whom they deem it advisable to employ or place in charge of the same, though I would suggest and advise, not, however, so as to impose any legal obligation upon my executors or trustees, that, if the following wish to continue in their employ, they retain Raymond A. Deaner (placing him in charge of the active management), and also Fred W. Merkle, Charles B. Simmons and Gustav Blank. And, if my executors and trustees shall deem it advisable in connection with continuing the operation of said hotel business, and in order to insure the greater interest and efficiency of the persons just named, or any of them, whom they may continue to employ, I hereby authorize my executors, and thereafter my trustees, until completion of the trust, to apportion among the following named employees: Raymond A. Deaner, Fred W. Merkle, Charles B. Simmons, William Buchholz and Gustav Blank, if they be in my employ at the time of my death, and continue to be employed by the Occidental Hotel, and Louise Stoner, two-thirds

(2/3) of the annual net profits resulting from the conduct of said business, after making all proper allowances and deductions for expenses, taxes, maintenance, depreciation and renewal of equipment, and if the said business is a part of the trust fund at the time final settlement of the trust is had, then I direct my Trustees to pay to the above named persons then alive, and still in the employ of the Occidental Hotel, the sum of Ten Thousand Dollars ($10,000.00) each.

In the event the business known as "OCCIDENTAL HOTEL", is sold within five years after my death, I direct my executors, and thereafter my trustees, to give to the above named persons, if they are alive and still in the employ of the Occidental Hotel and the said Louise Stoner is still alive, the sum of Ten Thousand Dollars ($10,000.00) each, this amount to be paid out of the receipts of the sale of the said business, and after the payment of all the obligations of the said business. In the event that there is not sufficient funds remaining out of the receipts of the said sale, after the payment of outstanding obligations, to pay the above named persons Ten Thousand Dollars ($10,000.00) each, then the amount remaining shall be divided equally among the above named persons.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, this 7th day of June, 1944.

(Sgd.) Frederick W. Buchholz (SEAL)

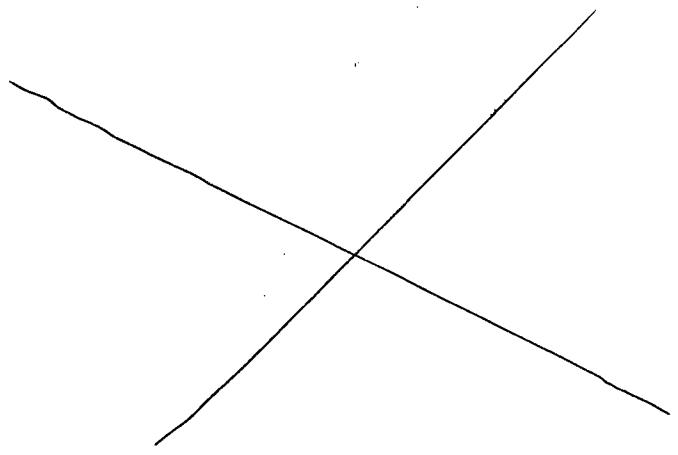
This instrument, composed of ten sheets, was this 7th day of June, 1944, signed and published by Frederick W. Buchholz, as his last will and testament, in the joint presence of the undersigned, the said Frederick W. Buchholz being of sound and vigorous mind and free from any constraint or compulsion. Whereupon we, being without any interest in the matter other than friendship, and being acquainted with him but not members of his family, immediately subscribed our names hereto in the presence of each other and of the said testator, for the purpose of attesting the said will, as he requested us to do.

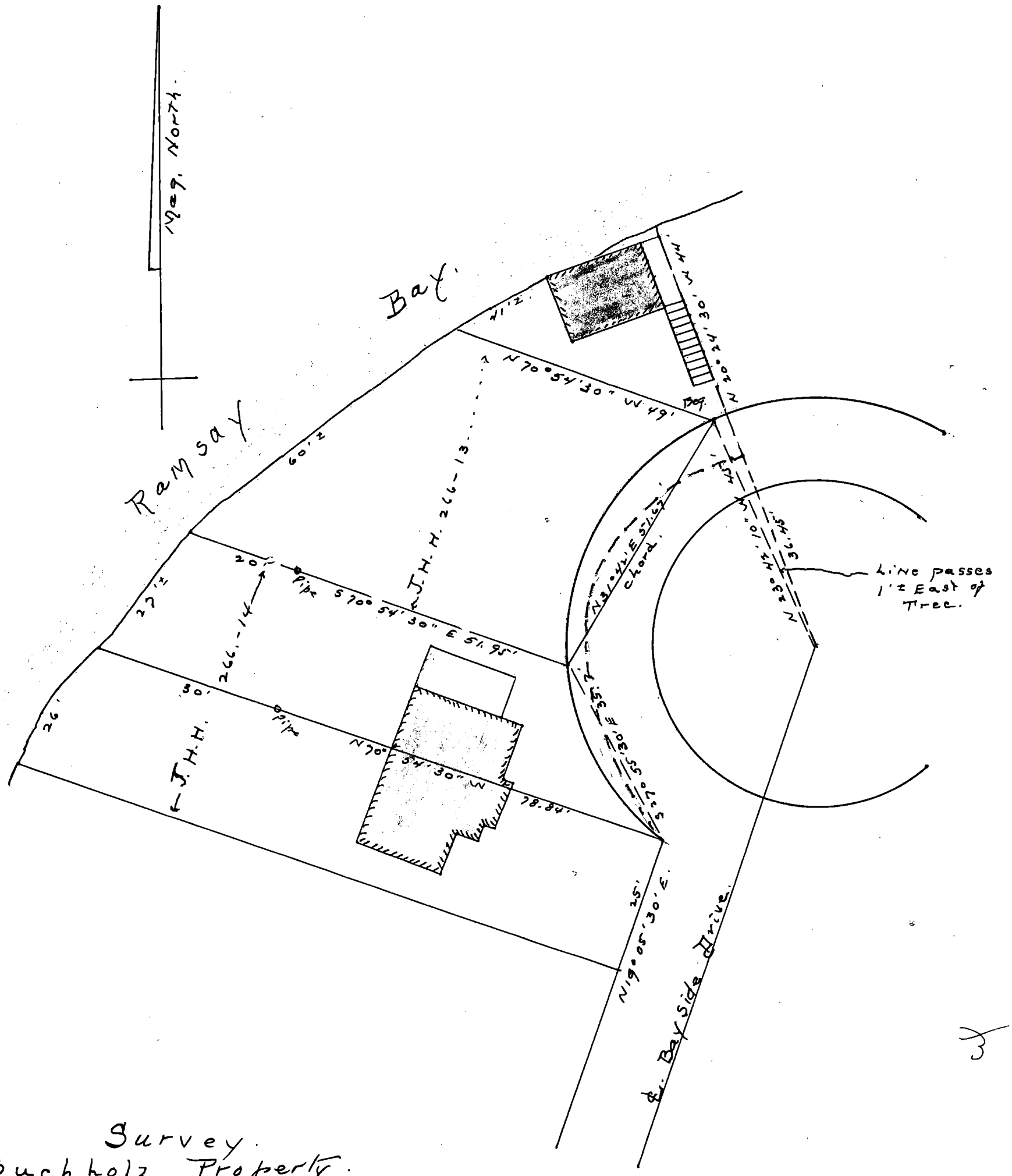
	Name	address	occupation
(S)	Peter Schaming	1402 18th Place, S.E., D.C.	
(S)	Frank Costenbader	215 8 St.,S.E., D.C.	____
(S)	Angelo Decinti	17 Seaton Place, N.W,	____

Filed August 16, 1945

PLAINTIFF'S EXHIBIT NO TWO.

SEE PLAT ON PAGE NO. 103.





Survey.
Buchholz Property.
on Bay Side Drive at
"Shoreham Beach"
A.A. Co. Md.

Scale 1" = 20' June 1945.

Seal. J.R. McCrone. Jr.
Annapolis Md.

Note: Red Line Possession Line.

PLAINTIFF'S EXHIBIT NO THREE. D E E D .

THIS DEED, Made this 2nd day of July in the year Nineteen Hundred Forty-two (1942) by and between SUMMER COLONIES, INCORPORATED, a corporation organized and existing under and by virtue of the Laws of the State of Maryland, party of the first part; and Frederick W. Buchholz, of the City of Washington, District of Columbia, party of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00), lawful money of the United States in hand paid, and other good and valuable considerations, receipt of which is hereby acknowledged, the party of the second part, his heirs and assigns in fee simple, all that piece or parcel of land and premises, situate, lying and being in Anne Arundel County, Maryland, and described as follows:

Beginning at a point on the circumference of Bayside Circle at the intersection of a radial line bearing N. 23°-42' -10" W., from the center of the said circle, said line passing one foot more or less to the east of a tree; thence N. 70°-54'-30" W., to the tide line of Ramsey Bay; thence in a southerly direction with the tide lines of said Ramsey Bay to the intersection of a line which is parallel to and 25 feet north of the line of lot 17 of block 3 as shown on the plat of Shoreham Beach as recorded in Plat Book F.S.R. 4 at Folio 42; thence with the said line S. 70°-54'-30" E., 20 feet more or less to an iron pipe, thence continuing with said line S. 70°-54'-30" E., 51.95 feet to an iron pipe in the circumference of the said Bayside Circle said pipe being N. 27°-55'-30" W,, 36.70 feet from the point of intersection of the west line of Bayside Drive and the south side of the said Bayside Circle, said point of intersection being also the northeast corner of lot 17, block 3; thence along the arc of the said Bayside Circle having a chord bearing No.31°-42' E., 51.67 feet to the point and place of beginning.

BEING a portion of that property which was conveyed to the said Summer Colonies, Incorporated by Union Trust Company of Maryland by deed dated May 6, 1937 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 477.

TOGETHER with all improvements thereupon made or being; and all and every the rights, alleys, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining; subject, however to the covenants, easements and restrictions of record; covenants and restrictions recorded in Liber F.A.M. 161, folio 484 and to the further covenant and restriction that no dwelling house shall be erected on said land costing less than One Thousand Dollars.

TO HAVE AND TO HOLD the aforesaid piece or parcel of land 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 only proper use, benefit and behoof forever of said party of the second part, his heirs or assigns in fee simple.

And The party of the first part covenants that it will warrant specially the property hereby conveyed, that it is seized of the land hereby conveyed; and that it will execute such further assurances of said land as may be requisite.

The party of the second part, for himself, his heirs or assigns hereby covenants and agrees to pay to said Summer Colonies, Incorporated, party of the first part, or its assigns, the sum of Two Dollars for the Lot hereby conveyed to be used by said

party of the first part, or its assigns, in the construction, care, and upkeep of the roads, streets and drives and in the maintenance of parks, parkways, and beaches forming a part of Shoreham Beach as the said Summer Colonies, Incorporated, may deem wise and proper, and that said party of the second part, his heirs, or assigns shall pay a similar amount each and every year hereafter, said payments to be due and payable on the first day of January in each year, and same shall be a lien against said real estate hereby conveyed and be a covenant running with the land, and shall be promptly paid by said party of the second part, his heirs or assigns.

IN TESTIMONY WHEREOF, the said Summer Colonies, Incorporated, has signed and caused these presents to be signed with its corporate name by G. Edward Moul, its Vice-President, and has caused its corporate seal to be hereto attached and attested by John M. Thomas, its Secretary, and does hereby constitute and appoint the said G. Edward Moul its true and lawful Attorney in Fact to acknowledge these presents as the act and deed of said Summer Colonies, Incorporated.

Attest: SUMMER COLONIES, INCORPORATED,

John M. Thomas, Secretary. By G. Edward Moul, Vice President

(Corporate Seal)

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

I do hereby certify that on this 2nd day of July 1942, before me, the subscriber, a Notary Public in and for the County aforesaid, personally appeared G. Edward Moul, Vice-President of Summer Colonies, Incorporated, named in the aforegoing instrument of writing and acknowledged the same to be the act and deed of said Summer Colonies, Incorporated.

IN WITNESS WHEREOF, I have hereunto affixed my hand and Notarial Seal this 2nd day of July, 1942. Hallie Q. Thomas, Notary Public.

(Notarial Seal) My Commission expires May 3, 1943.

Recorded 21 July, 1942, at 12:50 P.M., in Liber J.H.H. No. 266, folio 13.

Filed August 16, 1945.

(Int.Rev.Stamps $4.95)(Md.Rev.Stamps$4.50)

PLAINTIFF'S EXHIBIT NO. FOUR

THIS DEED,

Made this 9th day of July, A. D., 1942, by and between EDWARD E. THOMPSON and his wife, M. LOUISE THOMPSON, parties of the first part, and FREDERICK W. BUCHHOLZ, party of the second part. WITNESSETH. that for and in consideration of Ten ($10.00) Dollars, the parties of the first part do grant and convey unto the party of the second part, his heirs and assigns in fee simple, all that piece or parcel of land situate and lying in Anne Arundel County, State of Maryland and described as follows, to wit:

Lot Seventeen (17) in Block Three (3) of a subdivision called "Shoreham Beach" as the same is laid down on a plat in Plat Book F.S.R. 4 at 42, and a 25.0 foot lot lying to the North and of Bay Side Drive adjoining the said lot 17 in Block 3 and particularly described as follows:

Beginning for the same at the point of intersection formed by the West side of Bay Side Drive and the south side of Bay Side Circle - running from the beginning point so fixed and along the northern boundary line of lot 17 in block 3 as aforesaid M. 70° 54' 30" W. 78.14 feet to an iron pipe - continuing said last mentioned course N, 70° 54'30" W. 30.0 feet more or less to the tide lines of Ramsay Bay - leaving the said lot and with the tide lines of said Bay in a N. E. direction 27.0 feet more or less to intersect a line drawn N. 70°

54' 30" W. 20.0 feet from an iron pipe now set - leaving said Ramsay Bay and with the reverse of said last mentioned course S. 70° 54' 30" E. 20.0 _ to the said last mentioned course S. 70° 54' 30" E. 51.95 feet to another iron pipe set on the West side of the aforementioned Bay Side Circle - with a Cord of a curve as shown on the said Bay Side Circle S. 27) 55' 30" E. 36.7 feet to the place of beginning.

Being a portion of the property which was conveyed to the Summer Colonies, Inc., by deed dated May 6, 1937 and recorded in Liber F.A.M. 161, folio 477, one of the Land Records of Anne Arundel County, State of Maryland.

Caption is subject to covenants and restrictions of record.

TO HAVE AND TO HOLD, the said piece or parcel of land hereby intended to be conveyed, together with the rights, privilege, appurtenances and advantages unto the only proper use, benefit and behoof of the second party, his heirs and assigns, forever.

And the parties of the first part covenant that they will warrant specially the land hereby conveyed and that they have a right to convey; that they are seized of the land hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

WITNESS their hands and seals.

Sallie T.Grigsby, Witness — Edward E. Thompson, (SEAL)

Sallie T.Grigsby, Witness. — M. Louise Thompson, (SEAL)

STATE OF MARYLAND, COUNTY OF MONTGOMERY,SS:

I HEREBY CERTIFY that on this 9th day of July, 1942, before me, a Notary Public, personally appeared EDWARD E. THOMPSON and his wife, M. LOUISE THOMPSON, and did acknowledge the foregoing deed to be their act.

IN TESTIMONY WHEREOF I have hereunto affixed my official seal.

(Notarial Seal) — Sallie T. Grigsby,Notary Public

Recorded J.H.H. No. 366 folio 14, 21st July, 1942, at 12:50 P.M.

Filed August 16, 1945

PLAINTIFF'S EXHIBIT NO. 5. AGREEMENT

THIS AGREEMENT made this 1st day of May, 1942, by and between Frederick Buchholz and Dorothy L. Buchholz, husband and wife, respectively, WITNESSETH:

WHEREAS, the said parties are, as of the date first above written, living separate and apart, and that it appears that there is no likelihood of the said parties living together again as husband and wife, the said Frederick Buchholz, in consideration of the sum of One Dollar ($1.00) and other valuable considerations, hereby agrees to have conveyed to the said Dorothy L. Buchholz the property located at 4348 Garrison Street, Northwest, Washington, District of Columbia, known as Parcel 25/165, in Square 1655, free and clear of any encumbrances thereon, and will pay the said Dorothy L.Buchholz the sum of Thirty-Six Hundred Dollars ($3600.00) a year for the maintenance and support of herself and her daughter, Christina Buchholz , the said Thirty-Six Hundred Dollars ($3600.00) payable in installments of Three Hundred Dollars ($300.00) on the first day of each and every month, and further agrees to take care of any medical and hospital expenses of the said Dorothy L. Buchholz and Christina Buchholz as may become necessary, and any expenses incident to the education of their daughter, Christina Buchholz, the conveyance and payments to be in full payment and settlement of any and all claims that the said Dorothy L. Buchholz may have against the said Frederick Buchholz for support and maintenance, and the said Dorothy L. Buchholz, in considera-

tion of the foregoing, hereby agrees to forever release the said Frederick Buchholz of any right that she may have against the said Frederick Buchhols for the support and maintenance of herself and daughter, Christina Buchholz.

It is understood and agreed that, in the event of the re-marriage of Dorothy L. Buchholz, the agreement, to pay Three Hundred Dollars ($300.00), a month, will become null and void and of no effect, but it is understood and agreed that in the event of the death of Frederick Buchholz, that the said Three Hundred Dollars, ($300.00) a month will constitute a charge against the Estate of Frederick Buchholz, during the life of the said Dorothy L. Buchholz or until such time as she might re-marry.

The said Frederick Buchholz forever releases and quit-claims all rights, interest and courtesy that he may have to any property, either real, personal or mixed, wheresoever situated, which is now held, or which may be held, by the said Dorothy L. Buchholz, and the said Dorothy L. Buchholz forever releases and quit-claims any and all rights, interest and dower she may have, or hereafter may acquire, in any and all property owned by the said Frederick Buchholz, and both parties hereto agree to sign any and all necessary papers, necessary to fulfill their obligations under this agreement.

The said Frederick Buchholz and Dorothy L. Buchholz mutually agree that each may be free from the personal interference of the other at any and all times, and may pursue whatever course each may desire without the interference or anoyance of the other party.

This agreement is executed in duplicate original, under our hands and seals, this 1st day of May, 1942.

Witness:

(Sgd.) Ray Deaner (Sgd.) Frederick Buchholz (SEAL)

(Sgd. Cornelius H. Doherty (Sgd.) Dorothy L. Buchholz (SEAL)

Filed August 16, 1945.

ORDER TO ENTER APPEARANCE FOR DEFENDANTS.

John H. Hopkins, 3rd, Esq.,
Clerk.

Please enter my appearance for all the defendants in the above entitled case.

Jno. S. Strahorn, Solicitor

Filed December 27, 1949

CONSENT TO DECREE

The Plaintiff and the Defendants hereby consent to the entry of a final decree, as hereinafter set forth, and they show:

1. That the Estate of Frederick W. Buchholz, late of the District of Columbia, deceased, is ready to be closed, all claims and litigation connected therewith except this pending case having been satisfactorily settled in the courts of the District of Columbia including the United States District Court for the District of Columbia, holding a probate court. The ancillary estate in the Orphans Court for Anne Arundel County, Maryland, having been finally closed on December 4, 1945 in No. 6382 Administration and all claims paid.

2. That Christine Buchholz, one of the Defendants, has attained her majority since the filing of this proceeding and she is married, her name now being Christine Buchholz Anglin, and having been of age at the time of the entering of the appearance herein for all of the Defendants.

3. That the language of the Last Will and Testament of said Frederick W. Buchholz devising

to the Plaintiff, German Orphan Home, certain lands as set out in the Bill of Complaint (Paragraph No. 4) is somewhat ambiguous. But it is the desire of the parties hereto, being all of the parties in interest, to finally settle all doubts in regard thereto; and it being their belief that the decedent having owned at Shoreham Beach only the property mentioned in paragraph Number 3,(and as further shown in paragraph No. 10 of the Bill of Complaint), to wit, property obtained by two deeds therein set out; and it being further their belief that the property mentioned in paragraph Number 4 was intended by the testator to comprehend all of his property at Shoreham Beach, notwithstanding the seeming ambiguity hereinabove set out (whatever the location of the dwelling house thereon as mentioned in paragraph No. 5 of the Bill of Complaint), because the whole of said property there was oonsidered and used by the decedent in his lifetime as an entirety and as a waterfront home, as alleged in paragraph No. 6 of the Bill of Complaint.

4. That the name of Plaintiff as recited in the Will of Frederick W. Buchholz, to wit: "German Orphan Asylum" was changed by special Act of Congress on June 5, 1935 to "German Orphan Home", the Plaintiff herein.

%. That the premises considered, the parties hereto, believing that Frederick W. Buchholz intended to devise all of his property at Shoreham Beach to the Plaintiff, it is agreed that this Court enter the following decree:

" The Bill of Complaint, Exhibits and Consent of all the Defendants and parties in interest in this cause, having been by the Court read and considered, it is thereupon

ADJUDGED, ORDERED AND DECREED, this _ day of _ 1950, that Frederick W. Buchholz,deceased, intended to and did devise by his Last Will and Testament unto the Plaintiff, German Orphan Home, successor to German Orphan Asylun, in fee simple, all of the property described in the Bill of Complaint, to wit, three contiguous parcels of land on Bayside Drive at Shoreham Beach, Anne Arundel County shown on the plat of said three parcels conveyed to him, the said decedent, by two deeds; the first, dated July 2, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 266, folio 13 and the second, dated July 9,1942 recorded in Liber J.H.H. No. 266, folio 14.

It is further Ordered, that the Estate of Frederick W. Buchholz pay the costs of this proceeding. "

Attest:

William R. Miller, Secretary

(Corporate Seal)

Attest:

H. F. Stokes

Cashier

Attest:

H. F. Stokes,

Cashier

Noah A. Hillman,

Solicitor for Plaintiff.

HERMAN ORPHAN HOME

By Frederick W. Schreider, President

Plaintiff.

NATIONAL METROPOLITAN BANK OF WASHINGTON,D.C.

By Wm. H. Reynolds,Jr.,Trust Officer

Cornelius H. Doherty

EXECUTORS AND TRUSTEES UNDER LAST WILL AND TESTAMENT OF FREDERICK W. BUCHHOLZ.

NATIONAL METROPOLITAN BANK OF WASHINGTON D.C.

By Wm. H. Reynolds,JrTrust Officer

ANCILLARY ADMINISTRATOR OF ESTATE OF FREDERICK W. BUCHHOLZ

Christine Buchholz Anglin

Everett Anglin

husband of Christine B. Anglin

Jno. S. Strahorn,
Solicitor for Defendants.

Dorothy Buchholz,
DEFENDANTS.

Filed February 14", 1950

D E C R E E

The Bill of Complaint, Exhibits and Consent of all the Defendants and parties in interest in this cause, having been by the Court read and considered, it is thereupon

ADJUDGED, ORDERED AND DECREED, this 14th day of February, 1950, that Frederick W. Buchholz, deceased, intended to and did devise by his Last Will and Testament unto the Plaintiff, German Orphan Home, successor to German Orphan Asylum, in fee simple, all of the property described in the Bill of Complaint, to wit, ~~three contiguous parcels of land on~~ Bayside Drive at Shoreham Beach, ~~to wit,~~ three contiguous parcels of land on Bayside Drive at Shoreham Beach, Anne Arundel County shown on the plat of said three parcels conveyed to him, the said decedent, by two deeds; the first, dated July 2, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 266, folio 13 and the second, dated July 9, 1942 recorded in Liber J.H.H. No. 266, folio 14.

It is further ORDERED, that the Estate of Frederick W. Buchholz pay the costs of this proceeding.

Benjamin Michaelson. Judge.

Filed February 14, 1950.

IN THE MATTER OF THE SALE	:	No. 9836 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
GEORGE W. LONG AND	:	FOR
JOAN E. LONG, HIS WIFE.	:	ANNE ARUNDEL COUNTY

Mr. Clerk:

Please docket this suit, file the original mortgage and statement of mortgage debt.

George E. Rullman,
ATTORNEY NAMED IN MORTGAGE

Filed November 22, 1949

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 24th day of November, in the year nineteen hundred and forty-seven (1947), by and between George W. Long and Joan E. Long, his wife, of Anne Arundel County, State of Maryland, parties of the first part, hereinafter called "MORTGAGORS"; and County Trust Company of Maryland, a body corporate of the State of Maryland, party of the second part, hereinafter called "MORTGAGEE", Witnesseth:

WHEREAS, the said MORTGAGORS have received by way of loan from the said MORTGAGEE an advance in the sum of Five Thousand, Seven Hundred and Fifty Dollars ($5,750.00), to complete the purchase price of the property hereinafter mentioned, as evidenced by their promissory note, of even date herewith, for said amount, which said MORTGAGORS have agreed to re-pay in installments with interest thereon at the rate of four per cent per annum, in the manner following: by the payment of not less than the sum of Fifty Dollars ($50.00) monthly, said installment payments to be applied by said MORTGAGEE (1) to the payment of

said interest; (2) to the payment of all taxes and fire insurance premiums; and (3) to the payment of the aforesid principal sum; and

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:- That for and in consideration of the premises, and of the sum of Five Dollars ($5.00), the receipt whereof in full is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns.

ALL that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lot Number Forty-three (43), of Block Eleven (11), on the plat of "Severn Grove", made by C. F. Shelley and Company, Engineers, June 1932, and recorded among the Plat Records of said County in Cabinet 1, Rod A-1, Plat No. 10.

BEING the identical property conveyed to the within named Mortgagors by Amos T. Lorens and Lillian C. Lorens, 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, roads, ways, water, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

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

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

AND it is agreed that, until default be made in the premises, the said Mortgagors, their heirs and assigns, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, persomal representatives and assigns, do hereby covenant to pay when legally demandable.

BUT if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors, assigns, or George E. Rullman, its Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors, 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, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors.

Test: George W. Long (SEAL)

Ruby W. Chaney, Joan E. Long (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 24th day of November, 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 George W. Long and Joan E. Long, his wife, the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared George E. Rullman, the

Attorney named in the foregoing Mortgage, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and, further, that he is the Attorney and Agent for said Mortgagee, and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, Notary Public.

Recorded 25th Nov. 1947-at 2:15 P.M., Liber J.H.H. No 444, folio 545,etc.,

STATEMENT OF MORTGAGE CLAIM.

Annapolis, Md., November 21, 1949

George W. Long and
Joan E. Long, his wife,

to County Trust Company of Maryland,

Dr.

- - - 0 - - -

To balance due on principal of mortgage	$5,135.24
To Interest	180.70
Total	$5, 315.94

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this twenty-first day of November, 1949, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dennis J. Thompson, Assistant Cashier of the County Trust Company of Maryland, and made oath in due form of law that the above statement is correct, to the best of his knowledge and belief.

Witness my hand and Notarial seal.

(NOTARIAL SEAL.) Ruby W. Chaney, NOTARY PUBLIC.

Filed November 22, 1949

B O N D .

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 Six Thousand ($6,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 30th day of November, in the year of our Lord 1949.

WHEREAS, the above bounden George E. Rullman, by virtue of the power contained in a mortgage from George W. Long and Joan E. Long, his wife, to County Trust Company of Maryland, bearing date the 24th day of November, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 444, Folio 545 and is about to sell the land and premises in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

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

Signed, Sealed and Delivered
in the presence of
Janet Schnoor
As to Surety
Rose M. Bausch

George E. Rullman, (SEAL)
NATIONAL SURETY CORPORATION
By Albert D. Hesser,
Attorney-In-Fact.

(CORPORATE SEAL)

Approved this 2" day of Dec. 1949.

John H. Hopkins, 3rd, Clerk.

Filed 2 December, 1949.

George W.Scible, - - - - PUBLIC SALE - - - - - Auctioneer

OF VALUABLE REAL ESTATE

Situate at " SEVERN GROVE", ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from George W. Long and Joan E. Long, his wife, dated the 24th day of November, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 444, folio 545, 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, DECEMBER 13th, 1949 at 11:00 O'CLOCK A. M. The property described in said mortgage, namely:

ALL that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lot No. forty-three (43) of Block eleven (11) on the plat of "Severn Grove", made by C. F. Shelley and Company, Engineers, June, 1932, and recorded among the Plat Records of said county in Cabinet 1, Rod A-1, Plat No. 10. Being the same property which was conveyed to the said George W. Long and Joan E. Long, his wife, by Amos T. Lorens and Lillian C. Lorens, his wife, by deed dated the 24th day of November, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 444, folio 579.

SAID lot of ground is improved by a frame dw lling with modern conveniences.

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 Building,
Annapolis, Maryland

Filed December 14, 1949

AUCTIONEER'S CERTIFICATE AND PURCHASERS AGREEMENT.

December 13, 1949

I hereby certify that I have this 13th day of December, 1949, sold the within described property to The County Trust Company of Maryland, at and for the sum of Four Thousand Dollars ($4,000.00), it being at that figure the highest bidder ttherefor, and I further certify that the said sale was fairly made.

Geo. W. Scible, AUCTIONEER.

We hereby certify that we have this 13th day of December, 1949, purchased the within described property from George E. Rullman, Attorney, at and for the sum of Four Thousand Dollars ($4,000.00), and we hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

ATTEST: THE COUNTY TRUST COMPANY OF MARYLAND

D. J. THOMPSON, By George E. Rullman, Vice-President.

Assistant Secretary.

Filed Deeember 14, 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 George W. Long and Joan E. Long, his wife, dated the 24th day of November, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 444 folio 545, 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, December 13th, 1949, at eleven o'clock A.M., and then and there sold the said property to The County Trust Company of Maryland, Annapolis, Maryland, at and for the sum of Four Thousand Dollars ($4,000.00), it being then and there the highest bidder therefor, which property is as follows:

All that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lot No. Forty-three (43) of Block Eleven (11) on the plat of "SEVERN GROVE", made by C. F. Shelley and Company, Engineers, June, 1932, and recorded among the Plat Records of said County in Cabinet 1, Rod A-1, Plat 10. Being the same property which was conveyed to the said George W. Long and Joan E. Long, his wife, by Amos T. Lorens and Lillian C. Lorens, his wife, by deed dated the 24th day of November, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 444 folio 579.

Said lot of ground is improved by a frame dwelling with modern conveniences.

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, the balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman

ATTORNEY NAMED IN MORTGAGE.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13th day of December, 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 December 14, 1949.

ORDER NISI

ORDERED, this 14" day of December, 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 16" 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 16" day of January next.

The Report states the amount of sales to be Four Thousand Dollars ($4,000.00).

True Copy,TEST.

John H.Hopkins, 3rd, Clerk. John H. Hopkins, 3rd, CLERK.

Filed December 14, 1949.

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 9, 1950.

We hereby certify, that the annexed ORDER NISI-Sale-Eq. #9836 GEORGE W. LONG 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 16th day of January, 1950. The first insertion being made the 15th day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. EC. 7171 By R. L. Brown.

Filed January 17", 1950.

FINAL ORDER

ORDERED by the Court this 17th day of January, 1950, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

BENJAMIN MICHAELSON,

A. J.

Filed January 17", 1950.

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. January 20, 1950.

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. Long and Joan E. Long, his wife, in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	150.00	200.00
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	19.50	
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	24.00	
George W. Scible - auctioneer's fee	20.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.20	
Ruby W. Chaney - notary fees	1.00	88.59
To County Trust Company of Maryland, mortgagee -		
this balance on account mortgage claim	3,674.25	3,674.25
		4,000.59
Amount of mortgage claim filed	5,315.94	
Cr. Amount allowed as above	3,674.25	
Balance subject to decree in personam	1,641.69	

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

1949			
Dec. 13	Proceeds of Sale	4,000.00	4,000.00
	Refund 1949 State and County taxes ($12.33- adjusted)	.59	.59
			4,000.59

Filed January 23, 1950

ORDER NISI

ORDERED, This 23" day of January,1950, 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 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 24" day of February,next.

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

JOHN H. HOPKINS, 3rd, CLERK.

Filed February 25", 1950

J.H.H. No. 67 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1950.

We hereby certify that the annexed Order Nisi - Eq. #9836 Auditor's Account GEORGE W. LONG, 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 24th day of February, 1950. The first insertion being made the 24th day of January, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 6478 By R. L. Brown

Filed February 25", 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 27th 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 of interest as the same has been or may be received,

Benjamin Michaelson, Judge.

Filed 27 February, 1950.

WALTER S. CALWELL	:	EQUITY NO. 9690
Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs	:	FOR
CLYDE BLACKWELL AND	:	ANNE ARUNDEL COUNTY
ELIZABETH A. BLACKWELL, his wife.	:	(In. Equity)

ORDER TO DOCKET SUIT

Mr. Clerk:

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

1. Original Mortgage from the said Clyde Blackwell and Elizabeth A. Blackwell, his wife, to The County Trust Company, dated September 3rd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 431 folio 507.

Walter S. Calwell

Attorney Named in Mortgage

James J. Lee

Solicitor for Plaintiff.

Filed May 9, 1949

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 3rd day of September, A. D. 1947, by and between CLYDE BLACKWELL AND ELIZABETH A. BLACKWELL, his wife, of Baltimore City, 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 FIFTY NINE HUNDRED Dollars ($5900.00), with interest from date at the rate of four per cent (4%) per annum on the unpaid principal until paid, principal and interest being payable 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 insiallments of THIRTY ONE AND 15/100 Dollars ($31.15), commencing the first day of November, 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 October, 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. 111 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 9 Ballman Court 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 Ball 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, laundry tray, kitchen cabinets (2) kitchen ranges (2), light fixtures, screens, waterheater, 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 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 theaccount of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

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

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

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

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

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the 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 insueance 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 provisions 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 per centum (4%) per annum and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss

Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

6. That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as secured 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 off 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 insurtion 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 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, 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: Clyde Blackwell (Seal)

Meredith R. Wilson Elizabeth A. Blackwell (Seal)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 3rd day of September, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Clyde Blackwell and Elizabeth A. Blackwell, 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 19th Sept. 1947-at 11 A.M.Liber J.H.H. No. 431,Folio 507.
Filed Oct. 11,1949

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, Walter S. Calwell, of #7 Saint 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, Five Hundred ($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 10th day of October, 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 Clyde Blackwell and Elizabeth A. Blackwell, his wife, to The County Trust Company, bearing date the 3rd day of September, nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber JHH. No. 431, Folio 507, 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 — WALTER S. CALWELL (SEAL)

Clara M. Link — NEW AMSTERDAM CASUALTY COMPANY

Attest: (CORPORATE SEAL) — By G. Lee Burgess,

V. N. Mercier, Assistant Secretary — Vice President.

Filed & Approved this 11" day of October 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 Clyde Blackwell and Elizabeth A. Blackwell, his wife, to The County Trust Company dated the 3rd day of September, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 431, Folio 507

Amount of Loan	$5900.00
Less - amount paid in principal	92.94
	5807.06
Plus - unpaid interest to 10/11/1949	316.91
Plus - overdraft in expense account	164.21
	6288.18

STATE OF MARYLAND, CITY OF BALTIMORE Sct:

I HEREBY CERTIFY, that on this 10th day of October, 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 for 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 now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

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

Filed October 11, 1949

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of October, 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 Clyde Blackwell, and Elizabeth A. Blackwell, 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 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, Notary Public

James J. Lee,

Solicitor for Plaintiff. (NOTARIAL SEAL.)

Filed October 27, 1949.

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

ATTORNEY'S SALE OF VALUABLE LEASEHOLD PROPERTY

No. 9 Ballman Court Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Clyde Blackwell and Elizabeth A. Blackwell, his wife to The County Trust Company, dated September 3rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 431 folio 507, (default having occurred thereunder) the undersigned Attorney Named in Mortgage will sell at Public Auction at the Court House Door on TUESDAY, OCTOBER 11th, 1949 at 4 P.M.,

All that lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:

Being known and designated as Lot No. 111 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 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.

SAM. W. PATTISON & CO., WALTER S. CALWELL,

Auctioneers. Attorney Named in Mortgage.

Filed October 27, 1949

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 3rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.

431 folio 507 from said Clyde Blackwell and Elizabeth A. Blackwell, 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 11th day of October, 1949 at four 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. 111 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. 9 Ballman Court 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 Metropolitan Sanitary and District liens, if any, to be adjusted to day of sale.

The said leasehold lot of ground was sold to The County Trust Company, at and for the sum of Sixty-one Hundred ($6100.00) Dollars, subject to the payment of the annual ground rent of Seventy-eight ($78.00) 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 14th day of October, 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.

Clara M. Link,

(Notarial Seal) Notary Public

James J. Lee,

Solicitor for Plaintiff.

Filed October 27, 1949.

ORDER NISI

ORDERED, this 27" day of October, 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 28" 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 28" day of November next.

The report states that the amount of sales to be $6,100.00.

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

John H.Hopkins, 3rd, Clerk,

Filed November 30, 1949

J.H.H. No. 67 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 29, 1949

We hereby certify, that the annexed Order Nisi - Eq. #9690 Clyde Blackwell 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 November,1949. The first insertion being made the 2nd day of November, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 7630 BY R. L. Brown.

Filed November 30, 1949

FINAL ORDER

ORDERED BY THE COURT, This 30th day of November, 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 November 30, 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. January 20, 1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor

Dr. Walter S. Calwell, Attorney named in Mortgage, Vs. Clyde Blackwell and Elizabeth A. Blackwell, his wife, in ac.

1949			
Oct. 11	To Attorney for Fee, viz:	50.00	
	To Attorney for Commissions, viz:	213.00	263.00
	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	25.00	
	Capital-Gazette Press -order nisi (sale)	5.00	
	Capital-Gazette Press - order nisi (acct)	5.00	
	New Amsterdam Casualty Co- bond premium	26.00	
	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	89.35
	To Attorney for Liens, viz:		
	Ground rent -adjusted to 10/11/49- 72 days	15.55	15.55
	To The County Trust Co.,mortgagee-this balance on account mortgage claim	5,716.14	5,716.14
			6,121.79

Amount of mortgage claim filed	6,288.18	
Cr. Amount allowed as above	5,716.14	
Balance subject to decree in personam	572.04	
with Walter S. Calwell, Attorney named in Mortgage		Cr.
1949		
Oct. 11 Proceeds of Sale	6,100.00	6,100.00
Refund 1949 State & County taxes		
($89.65-adjusted)	20.19	
Refund 1949 water and sewer benefit charges		
($7.15-adj.)	1.60	21.79
		6,121.79

Filed January 25, 1950

ORDER NISI

ORDERED, This 25" day of January,1950,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 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 27" day of February next.

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

John H. Hopkins, 3rd, Clerk.

Filed January 26, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 22, 1950.

We hereby certify that the annexed Order Nisi - Eq.,#9690-Auditor's Account CLYDE NLACKWELL was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1950. The first insertion being made the 1st day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 6441

By. R. L. Brown,

Filed February 27, 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 28th 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 of interest as the same has been or may be received.

Benjamin Michaelson, Judge.

Filed 28 February, 1950.

IN THE MATTER OF	:	NO. 9682 IN EQUITY
THE DEED OF TRUST FROM	:	IN THE CIRCUIT COURT
THEODORE G. CHWASTYK and	:	FOR
HATTIE M. CHWASTYZ, his wife.	:	ANNE ARUNDEL COUNTY

: : : : :

ORDER TO DOCKET SUIT.

Mr. John H. Hopkins, III, Clerk

Please docket suit as above indicated, file the original Deed of Trust from Theodore C. Chwastyk and Hattie M. Chwastyk, his wife, to Oliver M. Walker, W. L. Dunlop. III and George H. Schmidt, Trustees, as therein set forth, dated February 28, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 378, folio 77, and enter the appearance of Clinton Wyatt and Albert J. Goodman as Solicitors for said Trustees.

Clinton Wyatt

Albert J. Goodman,

Solicitors for Oliver M. Walker,

W. Laird Dunlop,III and Georhe H. Schmidt,

Trustees under Deed of Trust dated February 28,

1947 from Theodore G.Chwastyk and Hattie M.

Chwastyk, his wife.

Filed April 25", 1949

DEED OF TRUST

THIS DEED, made this 28th day of February, 1947, by and between Theodore G.Chwastyk and Hattie M. Chwastyk, his wife, Tenants by the Entireties, party of the first part and Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Walker & Dunlop, Inc., a corporation organized and existing under the laws of the State of Delaware, in the principal sum of Four Thousand Two Hundred and 00/100 Dollars ($4,200.00), with interest from date at the rate of four per centum (-4%) per annum on the unpaid balance until paid,for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Twenty-five and 45/100 Dollars ($25.45), commencing on the first day of April, 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 March, 1967.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part, or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged,has granted and conveyed,and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as

Lot No. 23, Block E on the Plat of Section 1, of Arundel Village Subdivision, which

plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5307 Patrick Henry Drive.

Being the same lot of ground which by assignment of lease of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and assigned by Frank H. Creese and Company, Incorporated, a corporation of the State of Maryland, to the said parties of the first part, subject to an annual rent of Sixty Dollars, payable in equal half-yearly instalments on the 28th days of February and August in each and every year.

Subject to building restrictions and covenants of record; together with all the improvements in anywise appertaining, and all the estate, right, title, interest,and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises,

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns as trustees, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereof forever; subject to the payment of the aforesaid annual rent.

ALSO all rentals, income, issues, and profits that may accrue from said premises or any part thereof, provided, however, that so long as the parties of the first part shall not be in default hereunder, the said parties of the first part shall be entitled to collect and receive the rents, income, issues and profits of the said premises.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardward, wire, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

In addition to granting and conveying to the party of the second part, its successors and assigns, the leasehold estate in the above described property, the mortgagor hereby grants and conveys unto the mortgagee, its successors and assigns,title to any other interest or estate, in the above described property, including title to the reversion in fee and the annual ground rent payable out of the aforesaid described property, which the said party of the first part may at any time hereafter acquire. It is the intention of the parties of this mortgage that any and all interests and estates in the aforesaid described property which may now be owned by the mortgagor, his heirs, personal representatives and assigns, or which may be hereafter acquired shall enure to the benefit of the mortgagee, its successors and assigns, and be subject to the lien of this mortgage in the same manner and to all intents and purposes as if the mortgagor at the date of the execution of this mortgage owned and was vested with the title to all interest and estates in the above described property,which the mortgagor, his heirs, personal representatives and assigns,may acquire at any time prior to the payment of the mortgage debt secured by this mortgage in accordance with

the terms hereof. In furtherance of the above grant of any after-acquired title to any interest or estate in the above described property, the mortgagor, for himself, his heirs personal representatives and assigns, hereby stipulates, agrees and covenants with the mortgagee, its successors and assigns, that all the provisions of this mortgage, including the provisions for the foreclosure of this mortgage, as hereinafter set forth, shall and are intended to be applicable to any interest or estate in the above described property which may hereafter be acquired by the mortgagor, his heirs, personal representatives and assigns, as well to the leasehold estate in said property which is owned by the mortgagor at the date of the execution of this mortgage.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say; IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises , and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THE FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and above the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per centum (4½%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part,or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in,subject, to subject to above mentioned leasehold, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges and expenses, including all attorneys' and other fees and costs herein provided for, and all - moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or

assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, dues upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

AND the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, 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 at that time 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 the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon the obligation to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Deed of Trust and the said note secured hereby 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 holder of the note in funds with which to discharge its 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 holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that

will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums. taxes, and assessments will become delinquent, such sums to be held by the holder of the note in trust to pay said ground rents, premiums, taxes , and special assessments, before the same become delinquent.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the holder of the note to the following items in the order set forth;

(I) 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 note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (b) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be,such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note 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 party of the first part shall tender to the holder of this note, in accordance with theprovisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall,in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (a) of paragraph 2 hereof, which the holder of said note 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 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note 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 2 preceeding, as a credit against the amount of the principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. 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 holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. 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.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note 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 holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note 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 Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 3 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to 3 months' time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (1/2) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or

prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

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 parties of the first part on the day and year first above written.

Witness: Theodore G. Chwastyk (Seal)

William O. Hayes, Jr., Hattie M. Chwastyk (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 28th day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Theodore G. Chwastyk and Hattie M. Chwastyk, his wife, and have acknowledged the foregoing deed to be their act.

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

(Seal.) William O. Hayes, Jr.,

(NOTARIAL SEAL) Notary Public.

Received for record 7 March,1947,at 10:45 A.M.,in Liber J.H.H. No.378,folio 77.

Filed April 26, 1949

FIDELITY AND DEPOSIT COMPANY BOND

TRUSTEE UNDER DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That we, Oliver M. Walker, Fidelity Bldg, W. Laird Dunlop, III, Fidelity Bldg., and George H. Schmidt, Title Bldg. Baltimore, Maryland and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of TEN THOUSAND AND 00/100 ($10,000.00) Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs,executors administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of April, in the year of our Lord one thousand nine hundred and forty-nine.

WHEREAS, By Deed of Trust, dated the 28th day of February nineteen hundred and forty-seven, and left to be recorded among the Land Records of Anne Arundel County on the 7th day of March, 1947, Theodore G. Chwastyk and Hattie M. Chwastyk, his wife, did grant,bargain and sell,assign and transfer unto Oliver M. Walker, W. Laird Dunlop,III, and George H.Schmidt, Trustees, as therein named their (personal representatives) heirs, executors,administrators

and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Oliver M. Walker, W. Laird Dunlop,III, and George H. Schmidt shall faithfully perform the trust reposed in them,by said Deed of Trust, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Oliver M. Walker, W. Laird Dunlop,III, and George H. Schmidt and the signature of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered	Oliver M. Walker (SEAL)
in the presence of	W. Laird Dunlop, III, (SEAL)
Clinton Wyatt	George H. Schmidt (SEAL)
WITNESS: As to Surety:	FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Kathryn Stolzenbach	Per E. V. Shockley,
(CORPORATE SEAL)	Attorney-in-Fact.

Filed & Approved this 26" day of April, 1949.

John H. Hopkins, 3rd, Clerk.

STATEMENT OF DEED OF TRUST DEBT

Statement of claim as follows of Walker & Dunlop, Inc.,under Deed of Trust Note dated February 28, 1947 from Theodore G. Chwastyk and Hattie M. Chwastyk, his wife, and secured by a Deed of Trust from Theodore G. Chwastyk and Hattie M.Chwastyk, his wife, to Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees, dated February 28, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 378, folio 77:

Principal balance due April 26, 1949	$3,939.05
Interest: 4% on principal from	
January 1, 1949 to April 26, 1949	50.77
Late penalties, February 1949 through April 1949	2.37
Total	$3,993.19
Credit for balance in expense account	10.11
Net amount of claim	$3,982.08

Daily amount of interest accruing from April 26, 1949,@ 4% on principal balance due of $3,939.05 ..$.4377

WALKER & DUNLOP, INC.

By Oliver M. Walker, President.

DISTRICT OF COLUMBIA, to wit:

I HEREBY CERTIFY that on this 25th day of May in the year one thousand nine hundred and forty-nine, before me, the subscriber, a Notary Public, in and for the District of Columbia aforesaid, personally appeared Oliver M. Walker, President of Walker & Dunlop, Inc., holder of the Deed of Trust Note dated February 28, 1947 from Theodore G. Chwastyk and Hattie M. Chwastyk, his wife, secured by deed of Trust dated February 28,1947 from Theodore G.Chwastyk and Hattie M.Chwastyk to Oliver M. Walker, W. Laird Dunlop, III and George H, Schmidt, Trustees, and recorded among the Land Records of Anne Arundel County on or about the 28th day of February, 1947 in Liber J.H.H. No. 378, folio 77, Claimant in the above-entitled cause, and made oath in due form of law

that the aforegoing is a true and just statement of the amount of the Deed of Trust claim under the Deed of Trust filed in said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Clyde Saul, Notary Public D.C.

My Commission expires Dec. 14, 1953.

FILED JUNE 21, 1949

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Oliver M. Walker, W. Laird Dunlop, III, and George H.Schmidt, Trustees, respectfully represents:

That default having occurred in the payment of the indebtedness secured by the Deed of Trust from Theodore G. Chwastyk and Hattie M. Chwastyk, his wife to Oliver M.Walker, W. Laird Dunlop,III and George H. Schmidt, Trustees dated February 28, 1947, filed in said cause, and in the payment of interest thereon, and in other terms and conditions of said Deed of Trust, the said Oliver M. Walker, W. Laird Dunlop,III and George H. Schmidt, the Trustees therein, under and by virtue of the power and authority contained in said Deed of Trust and at the request of the parties thereby secured, after giving bond with security for the faithful performance of the trust reposed in them as such Trustees, by said Deed of Trust, which said bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper printed and published in Anne Arundel County, Maryland, at least once in each week for three successive weeks preceding the day of sale, did, pursuant to said notice, on Tuesday, April 26, 1949, at 4:30 o'clock P.M. attend on the premises and then and there sold at public auction the said property in said Deed of Trust mentioned and described, in the manner and in accordance with the terms hereinafter set forth. The said Trustees offered at public sale to the highest bidder the said property which is situated in Anne Arundel County and described in said Deed of Trust as follows, to wit:

Lot No. 23, Block E, on the Plat of Section 1, of Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod E-5, Plat No. 8 of the Plat Records of Anne Arundel County, fronting on the northeast side of Patrick Henry Drive about 16 feet with a depth of even width northeasterly of about 92½ feet to an alley there situate 15 feet wide. The improvements thereon being known as No. 5307 Patrick Henry Drive.

Subject to the payment of an annual ground rent of Sixty Dollars ($60.00) (redeemable after February 28, 1952) and subject to building restrictions and covenants of record, if any.

The property is improved by a Two-story, Brick Dwelling containing five rooms, one bath, full basement with hot-air heat.

The terms of sale being: All cash upon final ratification of sale by the Circuit Court for Anne Arundel County. All expenses, ground rent and taxes, including Anne Arundel County Sanitary charges and special paving tax, if any, to be adjusted to day of sale; all conveyancing, recording, stamp taxes, certificate of title, etc., to be at the cost of the purchaser or purchasers.

And the said Trustees hereby report unto this Honorable Court that they sold the above described property to Walker & Dunlop, Inc., a body corporate duly incorporated under the Laws of the State of Delaware, for the sum of Three Thousand Nine Hundred Dollars, ($3,900.00), the said Walker & Dunlop, Inc., being, at that sum, the highest bidder there-

for, who made deposit of Five Hundred Dollars ($500.00) with the said Trustees, as required by said advertisement at the time of sale.

Oliver M. Walker

W. Laird Dunlop, III

George H. Schmidt,

Trustees.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13th day of May, 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 Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, 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 to the best of their knowledge, information and belief, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Rita Zellinger, Notary Public.

My Commission expires May 7, 1951

Filed June 21",1949

ADVERTISEMENT OF SALE.

CLINTON WYATT, Solicitor

336 Equitable Bldg.,Baltimore 2 Md.

TRUSTEES' SALE OF VALUABLE IMPROVED LEASEHOLD PROPERTY

IN ARUNDEL VILLAGE, BROOKLYN, ANNE ARUNDEL COUNTY, MARYLAND, BEING PREMISES 5307 PATRICK HENRY DRIVE.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Theodore G. Chwastyk and Hattie M. Chwastyk, his wife, to Oliver M.Walker W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated February 28, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 378, folio 77, default having occurred in the payment of the indebtedness thereby secured, and at the request of the parties secured thereby, the undersigned Trustees will offer for sale at Public Auction in front of the premises, ON TUESDAY, APRIL 26, 1949, at 4:30 O'clock P.M., all that land and premises described in said Deed of Trust as follows, to wit:

Lot No. 23, Block E, on the Plat of Section 1, of Arundel Village Subdivision which Plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County, fronting on the northeast side of Patrick Henry Drive about 16 feet with a depth of even width northeasterly of about 92½ feet to an alley there situate 15 feet wide. The improvements thereon being known as No. 5307 Patrick Henry Drive.

Subject to the payment of an annual ground rent of Sixty Dollars ($60.00) (redeemable after February 28, 1952) and subject to building restrictions and covenants of record, if any.

The property is improved by a Two-story, Brick Dwelling containing five rooms, one bath, full basement with hot-air heat.

TERNS OF SALE- All cash upon final ratification of sale by the Circuit Court for Anne Arundel County. All expenses, ground rent and taxes, including Anne Arundel

County Sanitary charges and special paving tax, if any, to be adjusted to day of sale; all conveyancing, recording, stamp taxes, certificate of title, etc. to be at the cost of the purchaser or purchasers. A deposit of $500 will be required at the time of sale; balance of purchase money to bear interest from date of sale.

Terms of sale to be complied with within 5 days after final ratification thereof by the Court; otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers.

OLIVER M. WALKER
W. LAIRD DUNLOP, III,
GEORGE H. SCHMIDT,

E. T. NEWELL & CO, INC., AUCTIONEERS. Trustees.

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 21, 1949.

We hereby certify, that the annexed Notice of Trustee's Sale 5307 Patrick Henry Drive THEODORE G. CHWASTYK 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 26th 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 June 21, 1949

ORDER NISI

ORDERED, this 21st day of June, 1949, That the sale of the property mentioned in these proceedings made and reported by Oliver M. Walker, W. Laird Dunlop.III, and George H. Schmidt, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21" 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.

The report states that the amount of sales to be $3,900.00.

John H. Hopkins, 3rd, Clerk.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk.

Filed 21 June, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 22, 1949

We hereby certify, that the annexed Order Nisi - Eq. #9682 Sale, Theodore G. Chwastyk 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 July, 1949. The first insertion being made the 23rd day of June, 1949.

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

Filed July 25, 1949

FINAL ORDER

ORDERED BY THE COURT, This 25th 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, JUDGE.

Filed July 25, 1949

PETITION FOR ALLOWANCE OF COUNSEL FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Oliver M. Walker, W. Laird Dunlop, III and George H.Schmidt, Trustees in the above entitled cause respectfully shows unto your Honora:

(1) That by the terms of the Deed of Trust filed in said cause, the real property therein mentioned and described known as No. 5307 Patrick Henry Drive, Arundel Village Sub-Division, Anne Arundel County, Maryland, was conveyed by the said Theodore G. Chwastyk and Hattie M. Chwastyk, his wife, unto your Petitioners to be held in trust as security for the payment of a certain promissory note dated February 28, 1947 in the principal amount of Four Thousand Two Hundred Dollars ($4,200.00) which sum was advanced by Walker & Dunlop, Inc., as a part of the purchase money for said property, together with interest thereon at the rate of four percent (4%) per annum, with full power conferred upon your Petitioners as such Trustees in the execution of said trust, upon default by said Grantors, to sell and convey said property and after the payment of all proper costs, charges and expenses in connection with the sale of said property, including all attorneys' fees and other fees and costs, to apply the proceeds of sale to the payment of said note and interest and otherwise to dispose of the same as in said Deed of Trust provided, reference thereto being hereby made for the full terms and provisions therein expressed and set forth.

(2) That default having been made in the payment of the indebtedness secured by said Deed of Trust, Clinton Wyatt and Albert J. Goodman, members of the Bar,at the instance and request of your Petitioners as such Trustees, have represented them as their counsel with respect to the foreclosure and sale of said property under said Deed of Trust; that their said attorneys herein have devoted considerable time, attention and effort in the proceedings in said cause, and have performed considerable legal work for and in behalf of your Petitioners as such Trustees, and in behalf of the holder of the said note secured by said Deed of Trust, including the preparation of the advertisement of sale, the procurement of the bond of your Petitioners as such Trustees, the docketing of said cause as provided by law in such cases, attendance at the sale of said property at public auction on the premises, the preparation of the Statement of the indebtedness as secured by said Deed of Trust, the Report of sale made by your Petitioners as such Trustees,the preparation of the Memorandum of Settlement with respect to said sale as well as considerable correspondence and many conferences had during the course of the proceedings in connection therewith, the said property having been sold at public sale for the sum of Three Thousand Nine Hundred Dollara ($3,900.00) as heretofore reported to this Court.

(3) That in addition to the duties and responsibilities undertaken and performed by said counsel for your Petitioners as above mentioned, their aid and assistance will be required in the preparation of the account and report of the auditor and in bringing said proceedings to a close, and possibly in the procurement of a Decree in

persunam against the obligators under the indebtedness secured by said Deed of Trust and in the delivery of the possession of said premises to the purchaser thereof.

(4) Your petitioners further report that their said attorneys, as provided by the terms of said Deed of Trust, as well as provided in the regulations of the Veterans Administration under Title III of the Service Men's Readjustment Act of 1944 as amended, in such cases made and provided, are entitled to be paid reasonable compensation for the work done and the legal services rendered by them in said cause as limited by the regulations to an amount not to exceed ten percent of the unpaid indebtedness on date of default (in this case amounting to the sum of $3,982.08 under said Deed of Trust and the sum of $567.90 secured by a second Deed of Trust upon the premises) or the sum of $250.00, whichever is the smaller amount.

WHEREUPON YOUR PETITIONERS PRAY that an Order may be passed herein providing for payment to be made by your Petitioners out of the proceeds of said sale to their said attorneys as compensation for their services in the premises, in such amount as to your Honors may seem reasonable and proper, and that proper allowance therefor may be made in the auditor's account to be hereafter stated, subject to the usual exceptions.

AND AS IN DUTY BOUND, ETC.

Clinton Wyatt
Albert J. Goodman
Solicitors for Petitioners.

Oliver M. Walker
W. Laird Dunlop, III,
George H. Schmidt,
Trustees as aforementioned under Deed of Trust dated February 28, 1947.
Petitioners.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 4th day of November 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 aforesaid, personally appeared Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees under Deed of Trust dated February 28, 1947 from Theodore G. Chwastyk and Hattie M. Chwastyk, his wife, the Petitioners named in the foregoing Petition, and made oath in due form of law that the matters and facts contained in the foregoing Petition are true as therein stated to the best of their knowledge,information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Rita Zellinger, Notary Public.

My Commission expires May 7, 1951.

CERTIFICATE OF COUNSEL

THIS IS TO CERTIFY that the undersigned members of the Bar of Anne Arundel County Maryland have examined the foregoing Petition and are familiar with the character of the legal services rendered by Clinton Wyatt and Albert J. Goodman as counsel for the Petitioners as Trustees as therein stated, and that in our opinion the sum of $250.00 is reasonable compensation for such services.

Louis M. Strauss
William W. Townshend, Jr.,

Filed November 5, 1949

ORDER OF COURT

Upon the foregoing Petition of Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees as therein mentioned and set forth, the Affidavit thereto and Certificate of Counsel, it is, by the Circuit Court of Baltimore County in Equity, this 7th day of November in the year 1949, ORDERED that the said Trustees pay the sum of $200.00, to Clinton Wyatt and Albert J. Goodman, Attorneys, as compensation for legal services rendered by them as counsel in said proceedings and that proper allowance therefor be made in the Auditor's account to be hereafter stated, subject to the usual exceptions.

Benjamin Michaelson, Judge.

Filed November 7, 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. January 25, 1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Deed of Trust from Theodore G.Chwastyk and Hattie M. Chwastyk, his wife, in ac.

To Trustees for Commissions, viz:	39.00	39.00
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - costs	18.75	
Auditor -stating this account and two extra copies	14.00	42.75
To Trustees for Expenses, viz:		
Capital-Gazette Press-advertising sale	36.00	
Capital-Gazette Press- order nisi (sale)	5.00	
Capital-Gazette Press -order nisi (acct)	5.00	
Fidelity & Deposit Co. of Md.-bond premium	40.00	
E. T. Newell & Co.,auctioneer's fee	25.00	
Clinton Wyatt and Albert J. Goodman- fee for legal services (Order of 11/7/49)	200.00	
Rita Zellinger - notary fees	1.75	312.75
To Trustees for Liens, viz:		
Ground rent -adjusted to 4/26/49	9.33	9.33
To Walker & Dunlop,Inc.,holder of Deed of Trust Note described in deed of trust filed in these proceedings -this balance on account of claim filed	3,549.34	3,549.34
		3,953.17
Amount of claim filed by Walker & Dunlop,Inc., under Deed of Trust note aforesaid	3,982.08	
Cr. Amount allowed as above	3,549.34	
Balance subject to decree in personam	432.74	

with Oliver M. Walker,W.Laird Dunlop,III and George H. Schmidt, Trustees Cr.

1949

Apr. 26	Proceeds of Sale	3,900.00	3,900.00
	Refund 1949 State and County taxes ($58.57-adj. to 4/26/49)	39.96	
	Refund 1949 Anne Arundel County Sanitary Commission charges ($6.85-adj. to 4/26/49)	4.67	
	Refund fire insurance premium	8.54	53.17
			3,953.17

Filed January 26, 1950

ORDER NISI

ORDERED, This 26th day of January, 1950, That the Report and Account of the AUDITOR filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED unless cause to the contrary be shown on or before the 27th day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of February next.

John H. Hopkins, 3rd, Clerk.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk.

FILED March 1, 1950.

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FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 1st day of March, 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, Judge.

Filed March 1, 1950.

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CERTIFICATE OF PIBLICATION

Annapolis, Md. February 22, 1950.

We hereby certify that the annexed Order Nisi- Eq. #9682 Auditor's Account THEODORE G. CHWASTYK was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1950. The first insertion being made the 1st day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No.MG 6438 By R. L. Brown.

Filed March 21, 1950.

WALTER S. CALWELL, Attorney named in Mortgage	:	Equity No. 9786
vs	:	IN THE CIRCUIT COURT FOR
ARTHUR WILLEY AND AMY L. WILLEY, his wife.	:	ANNE ARUNDEL COUNTY (In Equity)

Mr. Clerk:

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

1. Original Mortgage from the said Arthur Willey and Amy L. Willey, his wife to the Baltimore Federal Savings and Loan Association, dated November 4th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 500 folio 66.

Walter S. Calwell

Attorney Named in Mortgage.

James J. Lee,

Solicitor for Plaintiff.

Filed September 14", 1949

PLAINTIFF'S EXHIBIT "A"

(Md. State Stamps $4.95)

MORTGAGE

THIS MORTGAGE Made this 4th day of November,A. D., 1948, by and between ARTHUR WILLEY and AMY L. WILLEY, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of FORTY-FIVE HUNDRED Dollars ($4,500.00),the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of FORTY-FIVE HUNDRED Dollars ($4500.00), with interest from date at the rate of four and one-half percentum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, in Baltimore City,Maryland, or at such other place as the holder hereof nay designate in writing, in monthly installments of Thirty-Four and 43/100 Dollars ($34.43), commencing on the first day of January, 1949, 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 December, 1963. 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 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) 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 a point formed by the intersection of the east side of First Avenue with the south side of Tydings Road as shown on Plat No. 3 Subdivision Part of Thomas Tyding's property near Marley Creek, said plat being recorded among the Plat Records of Anne Arundel County in July, 1948, running thence north seventy-three

degrees twenty-eight minutes east binding along south side of Tydings Road one hundred eleven and five-tenths feet, thence south eighteen degrees sixteen minutes east one hundred feet; thence south seventy-three degrees twenty-eight minutes west one hundred eleven and five-tenths feet to the east side of First Avenue, thence binding along east side of First Avenue, north eighteen degrees sixteen minutes west one hundred feet to the place of beginning. Being Lots 134,135, 136, 137 and 138 as shown on above mentioned Plat.

BEING the same lot of ground which by a Deed dated September 8, 1948 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 489 folio 335 was granted and conveyed by Thomas Alice Tydings and Florence Elizabeth Tydings, his wife, unto said Mortgagors herein.

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 and to the said Mortgagee, its successors and assigns, forever in fee simple.

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

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title 1 of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing 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 by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

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

(1) premium charges under the contract of insurance with the Federal Housing Commissioner;

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

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

(1V) amortization of the principal of said debt.

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

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

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions,and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee, and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half percentum (4½%) per annum and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies 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 moregage 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 5 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner 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 Seventy-five Dollars ($75.00) 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:	Arthur Willey	(SEAL)
Shirley Sutton	Amy L. Willey	(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 4th day of November, 1948, before me, the subscriber,

a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Arthur Willey and Amy L. Willey, his wife, the above-named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

(Notarial Seal) Shirley Sutton, Notary Public.

Received for record Nov. 12, 1948, at 10 o'clock, A M., Recorded in Liber J. H. H. No. 500, Folio 66.

Filed September 14", 1949

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association under the mortgage from said Arthur Willey and Amy L. Willey, his wife, to Baltimore Federal Savings and Loan Association dated the 4th day of November, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 500 Folio 66.

Amount of Loan	$4500.00
Less - amount paid in principal	70.49
	4429.51
Plus - unpaid interest to 10/11/1949	103.64
	4533.15
Less- balance in expense account	33.37
	4499.78

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 10th day of October, 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 M. Hisley, the Vice Presicent of Baltimore Federal Savings and Loan Association the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link

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

Filed October 11, 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 FOUR THOUSAND EIGHT HUNDRED AND 00/100 ($4,800.00) 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 7th day of October,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 Arthur Willey and Amy L. Willey, his wife, to Baltimore Federal Savings and Loan Association, a body corporate, bearing date the 4th day of November, nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 500, Folio 66, 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: (Corporate Seal)
V. N. Mercier, Assistant Secretary.

Walter S. Calwell (SEAL)
NEW AMSTERDAM CASUALTY COMPANY
By G. Lee Burgess,
Vice President.

Filed & Approved this 11" day of Oct. 1949.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

Docket folio

Equity No. 9786

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 14th day of October, 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 Arthur Willey and Amy L. Willey, 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,

James J. Lee, Solicitor for Plaintiff. Notary Public

(Notary Seal)

Filed October 27", 1949

CALLAHAN, CALWELL AND PENNIMAN, SOLICITORS.

7 St.Paul Street Baltimore,2,Maryland.

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

Situate at southeast corner of First Avenue and Tydings Road, nearMarley's Creek off Old Annapolis Road in the Third Election District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Arthur Willey and Amy L. Willey, his wife, to the Baltimore Federal Savings and Loan Association, dated November 4th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 500 folio 66 (default having occurred thereunder) the undersigned Attorney Named in Mortgage will sell at Public Auction on the premises on TUESDAY, OCTOBER 11th, 1949,at 3 P.M., All that lot of ground situate and lying in Anne Arundel County, and described as follows:

BEGINNING for the same at a point formed by the intersection of the east side of First Avenue with the south side of Tydings Road as shown on Plat No. 3 Subdivision Part of Thomas Tyding's property near Marley Creek, said plat being recorded among the Land Records of Anne Arundel County, in July 1948, running thence north 73 degrees 28 minutes East binding along south side of Tydings Road 111.5 feet, thence south 18 degrees 16 minutes east 100 feet, thence south 73 degrees 28 minutes west 111.5 feet to the east side of First Avenue, thence binding along the east side of First Avenue north 18 degrees 16 minutes west100 feet to the place of beginning. Being Lots 134, 135, 136, 137 and 138 shown on the above mentioned Plat.

The improvements consist of a Cape Cod Style of house, of frame construction, 1 story and unfinished attic. The improvements are completed with the exception of plumbing installation.

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., Auctioneer.

Filed October 27, 1949

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 4th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.500 folio 66 from said Arthur Willey and Amy L. Willey, his wife, to the Baltimore Federal Savings and Loan Association, 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 11th day of October, 1949,at three P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County at a point formed by the intersection of the east side of First Avenue with the south side of Tydings Road,fronting southeasterly on First Avenue 100 feet with an even depth northeasterly of 111.50 feet;

being Lots Nos. 134, 135, 136, 137, and 138 as shown on Plat No. 3 Subdivision Part of Thomas Tyding's Property near Marley Creek, which Plat is duly recorded among the Land Records of Anne Arundel County, in July 1948; 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 Thomas Allen Tydings and Florence Elizabeth Tydings, his wife, at and for the sum of Four Thousand ($4,000.00) 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 14th day of October,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 October 27, 1949

ORDER NISI

Ordered, this 27" day of October, 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 28th 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 28th day of November next.

The report states that the amount of sales to be $4,000.00.

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

John H. Hopkins, 3rd, Clerk.

Filed October 27, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 29, 1949

We hereby certify, that the annexed Order Nisi-Eq.#9786 Arthur Willey 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 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.

ORDERED BY THE COURT' This 30th day of November, 1949 that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirned,no cause to the contrary having been shown, although due notice appears to have been given

as required by the Order Nisi passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, A.J.

Filed November 30, 1949

PETITION FOR ALLOWANCE OF CLAIM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Pre Fab Homes and Supplies, Incorporated, a body corporate, by Edward G. Chaney, its Solicitor, respectfully represents:

1. That the Petitioner executed a formal contract with the above named Defendants for the furnishing of materials for the house to be constructed on the 9th day of July, 1948, and received from the Defendants on account of the payment thereof the amount of $613.00 on the 3rd day of November, 1948.

2. That on the 4th day of November, 1948, the above named Defendants executed a Mortgage for the amount of $4,500.00 to the Baltimore Federal Savings and Loan Association which Mortgage was not recorded among the Land Records until the 12th day of November, 1948.

3. That on the 7th day of November, 1948, between the date of the Mortgage and the date of its recording, the Petitioner actually delivered the first of the materials to the premises of the Defendants for the construction of their dwelling.

4. That on the 15th day of December, 1948, the Baltimore Federal Savings and Loan Association paid unto your Petitioner the amount of $2,250.00, retaining the balance of the loan for future payment, the delivery of materials having already been made.

5. That your Petitioner respectfully avers that its Mechanic's Lien for materials furnished which was filed in accordance with the Maryland Statute with the Office of the Clerk of the Court for Anne Arundel County, Maryland, and recorded on the 21st day of September, 1949, in Mechanic$ Lien Docket J.H.H. No. 9 folio 235 for the amount of $1,758.90 constitutes a prior lien and should be paid as such. The original of which Mechanic's Lien is filed herewith and prayed to be taken as a part hereof.

WHEREFORE, your Petitioner prays this Honorable Court to pass an Order directing the Auditor, in stating her Account herein, to allow the Claim of your Petitioner, subject to its legal priority and all proper exceptions.

AND, as in duty bound, etc.

EDWARD G. CHANEY

Solicitor for Petitioner

Townsworth Building, Annapolis, Maryland.

Filed January 10, 1950

ORDER

Upon the aforegoing Petition, it is this 10th day of January, 1950, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Auditor, in stating her Account in this case be, and she is hereby, directed to allow the claim of Pre Fab Homes and Supplies, Incorporated, according to its legal priority among the claims allowed herein by this Court, and subject to all proper exceptions.

Benjamin Michaelson, Judge.

Filed January 10, 1950.

EXHIBIT:

PREFAB HOMES AND SUPPLIES, INC., a Corporation, Claimant, claims to have a mechanic's

lien as well against the house situated on the hereinafter described real estate,as against the lots of ground upon which the same is erected, and the curtilage adjacent thereto and used in connection therewith, for the sum of One Thousand Seven Hundred Fifty-eight and 90/100 ($1,758.90) Dollars, due and payable to it for materials furnished by it in and upon said house, during the construction thereof, within six (6) months last past for ARTHUR WILLEY and AMY L. WILLEY, his wife, the owners or reputed owners, of said house at the particular time, as will appear more particularly by reference to the itemized account filed herewith as a part of this lien claim, the real estate upon which such improvements were constructed, being particularly described as follows:

"Beginning for the same at a point formed by the intersection of the East side of First Avenue with the South side of Tydings Road as shown on Plat No. 3 'Subdivision of Part of Thomas Tydings' Property near Marley Creek', said Plat being recorded among the Plat Records of Anne Arundel County in July, 1948; running thence North 73 degrees 28 minutes East, binding along the South side of Tydings Road 111.5 feet; thence, South 18 degrees 16 minutes East 100 feet: thence, South 73 degrees 28 minutes West 111.5 feet to the East side of First Avenue; thence, binding along the East side of First Avenue, North 18 degrees 16 minutes West 100 feet to the point of beginning.

"BEING the identical property conveyed unto the said Arthur Willey and Amy L. Willey, his wife, from Thomas Alice Tydings and Florence Elizabeth Tydings, his wife, by deed dated September 8th, 1948 and recorded among the Land Records of Anne Arundel County, State of Maryland, in Liber J.H.H. No. 489 at folio 335".

The property above described includes the ground covered by the said building, and so much other ground as is reasonably necessary for the ordinary and useful purposes thereof, and immediately adjacent thereto,

WHEREFORE, the said PREFAB HOMES AND SUPPLIES, INC., hereby files this claim as a lien as well against the said lots of ground and the building thereof, as against the owners or reputed owners thereof, under the provisions of Article 67 of the Revised Code of Maryland, entitled, "Mechanics' Liens."

EDWARD G. CHANEY
Attorney for Claimant.

PREFAB HOMES AND SUPPLIES, INC.
By Jack Gottlieb, President.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit;

I HEREBY CERTIFY That on this 19 day of September,1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JACK GOTTLIEB, President of PREFAB HOMES AND SUPPLIES, INC., a body corporate engaged in the business of selling pre-cut building materials and supplies, and made oath in due form of law that the matters and facts set forth in the foregoing Mechanics' Lien are true, to the best of his knowledge, information and belief; and further, the said JACK GOTTLIEB, as President of the said Corporation,made oath that he is duly authorized to file the said claim and to make this affidavit.

WITNESS My hand and seal Notarial.

(Notarial Seal Mack W. Dunie, Notary Public.

My Commission Expires May 7, 1951.

Filed January 10, 1950

Baltimore, Maryland, September 16, 1949

ARTHUR WILLEY and AMY L. WILLEY

to

PRE FAB HOMES AND SUPPLIES, INC.

Balance due for materials furnished for construction of residence at lots 134-138, inclusive, Plat #3 of Tydings Farm, Anne Arundel County, Maryland as follows:

Date of Delivery	Description of Material Delivered	Amount
November 7, 1948	Exterior Materials for Building (see attached list-Page #1)	
December 19, 1948	Interior Materials for Building (See attached list--Page #2)	
January 5, 1949	Extra Materials not included on previous loads (see atched. list Page #3)	
May 3, 1949	Extra Materials to complete job (See attached list-Page #4)	
	Total	$4060.00
Freight Charges on delivery		165.00
State Sales Tax		80.00
Settlement Charges paid by Prefab Homes and Supplies Inc.		316.90
	Total Charges	$4621.90

Payments Received

From Baltimore Federal Savings and Loan Assn.

Date: Dec. 15, 1948 Amount 2250.00

Total $2371.90

From Arthur Willey and Amy L. Willey

Date: Nov. 3, 1948 Amount 613.00

$1758.90

Balance Due

Prefab Homes and Supplies, Inc, $1758.90

- - - - - - - - - - - - - - - - -

PREFABRICATORS, INC.

CUSTOMER MATERIAL DUE Page #3

Name: Arthur & Amy Willey Customer's Order No._____

Date: Jan. 5, 1949

Shortage approved by: Pre Fab Homes & Supplies Inc., as being due customer

ITEMS: 14 pcs. Window & Door Flashing

60' Tileboard

60' Edging - Trim for Tileboard

32' Divider - " " "

32' Inside Corner" " "

268' Base Mould

1 pr. Shutters

Extras: 1 Rear Door Lock Set

50 pcs. 2 x 4 x 8

Material RECEIVED

Mrs ARTHUR Willey /s/

(CUSTOMER sign here)

(Shipping List not copied)

Filed January 10, 1950

J.H.H. No. 67 Equity

PREFAB RICATORS, INC.
CUSTOMER MATERIAL SHORTAGE
Page #4

Name: Arthur Willey Customer's Order No. _____

Date: May 3, 1949

Shortage approved by: Pre Fab Homes & Supplies Inc.,-Extra Materials to Complete Job.

ITEMS:

.48 pieces 2 x 4 x 8

278 B.m. Wood Siding

4 pcs. Tileboard Divider

3 pcs. 4' x 4' Plywood (5/16")

2 Wood Thresholds

2 Water Tables

5 pcs. 1" x 6" x 16'

4 pcs. 4" x 4" x 8'

50 square feet Yellow Pine Flooring

2 Stair Carriages

20 Stair Treads

20 Risers for Stairs

3-8" x 8" Louvers (Ventillators)

MATERIAL RECEIVED

Arthur Willey

(CUSTOMER SIGN HERE)

Received for Record 21 Sept.1949,at 3:35 P.M.,in Liber J.H.H. No.9
Folio 235, Mechanic's Lien Records of Anne Arundel County. $5.00 Paid.

Filed January 10", 1950

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. January 26,1950.

All of which is respectfully submitted.

Laura R. Jickling. Auditor.

DR. Walter S.Calwell,Attorney named in Mortgage,vs Arthur Willey and Amy L.Willey, his wife, in ac.

To Attorney for Fee, viz:	75.00	
To Attorney for Commissions, viz:	151.70	226.70
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	32.00	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
New Amsterdam Casualty Co.-bond premium	19.20	
Sam W. Pattison & Co.-auctioneer's fee	2.20	

One-half Federal revenue stamps		2.20	
One-half State revenue stamps		2.20	
Clara M. Link- notary fees		1.20	86.80
To Attorney for Mechanics Lien Filed,viz:			
Pre Fab Homes & Supplies,Inc.-in full for Mechanic's Lien recorded in Liber J.H.H. No.9 folio 235;			
Debt	$1,758.90		
Interest from 9/21/49 to 10/11/49	5.86		
Court costs	5.00	1,769.76	1,769.76
To Baltimore Federal Savings & Loan Ass'n. mortgagee-this balance on account mortgage claim		1,931.63	1,931.63
			4,057.14
Amount of mortgage claim filed		4,499.78	
Cr. Amount allowed as above		1,931.63	
Balance due by mortgagors		2,568.15	
Cr. Amount on deposit by Mortgagors in a mortgage loan process account		2,030.00	
Balance subject to decree in personam		538.15	

with Walter S. Calwell, Attorney named in Mortgage

1949			Cr.
Oct. 11. Proceeds of Sale		4,000.00	
Interest on deferred payment of $3,700.00 to 1/3/50		56.74	4,056.74
Refund 1949 State and County taxes ($1.91 - adjusted to 10/11/49)		.40	.40
			4,057.14

Filed January 30, 1950

ORDER NISI

ORDERED, This 30" day of January, 1950, 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 2" 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 2" day of March next.

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

John H. Hopkins,3rd, Clerk.

Filed 30 January, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 22,1950

We hereby certify that the annexed Order Nisi-Eq.#9786 Auditor's Account-ARTHUR WILEY 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 March 1950. The first insertion being made the 1st day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

No. MG. 6445

Filed March 2, 1950.

J.H.H. No. 67 Equity

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 3d day of March, 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 March 3", 1950.

IN THE MATTER OF THE	:	IN THE CIRCUIT COURT
SALE OF THE MORTGAGED	:	
REAL ESTATE OF	:	FOR
HORACE THOMPSON AND	:	ANNE ARUNDEL COUNTY
EMMA P. THOMPSON, HIS WIFE.	:	#9818 IN EQUITY

Mr. Clerk:

Please docket the above case, file the mortgage herewith for foreclosure, together with the enclosed Bond.

H. MELVIN BULL

Attorney named in the Mortgage
H. Melvin Bull
2 E. Lexington Street
Baltimore 2, Maryland.

Filed October 28", 1949

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 3rd day of October, in the year one thousand, nine hundred and forty-six, between Horace Thompson and Emma P. Thompson, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, a body corporate, duly incorporated, Mortgagee.

WHEREAS said Mortgagors, being members of said body corporate, have received therefrom an advance of Thirty-seven hundred and fifty ($3750.00) 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 four per cent (4%), per annum in the manner following:

By the payment of Thirty-five ($35.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and desctiption, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the part 1945 or any supplement thereto.

The due execution of this mortgage having been a condition precedent to the

granting of said advance

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in "Clear View Village", Third Election District of _ _ County, in said State, and described as follows:

BEING known and designated as Lot No. One (1), in Section Four (4) as shown on the Plat of Clear View Village, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-5, Plat No. 15; said lot being bounded on the North by Mildred Avenue and having a frontage thereon of 271.52 feet, and on the East by Disney Avenute, and having a frontage thereon of ninety feet.

BEING the same lot and parcel of ground which by deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by James B. Ellison and Edith M. Ellison, his wife unto Horace Thompson and Emma P. Thompson, his wife.

Together with the improvements thereon and the rights or appurtenance 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 cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of Four per cent (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same: (4) to permit, commit or suffer on waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal represenatives and assigns, to keep the buildings on the 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 personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person. persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay four per cent (4%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the United Federal Savings and Loan Association of Glen Burnie.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for H. MELVIN BULL, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in 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 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 whomever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS: Horace Thompson (SEAL)

Norwood A. Wieneke Emma P. Thompson (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3rd day of October, 1946, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Horace Thompson and Emma P. Thompson, his wife, Mortgagors, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared Robert C. Ward, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Norwood A. Wieneke, - Notary Public.

My commission expires May 7, 1947.

Recorded 14 October, 1946, at 2:45 P.M., in Liber J.H.H. No.368, folio 474.

Filed October 28", 1949.

NEW AMSTERDAM CASUALTY COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS: That we, H. Melvin Bull, of 2 E. Lexington Street, Baltimore, Maryland, as Principal, and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND AND 00/100 ($4,000.00) 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 25th day of October in the year nineteen hundred and forty -nine.

WHEREAS, the above bounden H. Melvin Bull, by virtue of the power contained in a Mortgage from Horace Thompson and Emma P. Thompson, his wife, to The United Federal Savings

to The United Federal Savings and Loan Association of Glenburnie, bearing date the 3rd day of October nineteen hundred and forty-six, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 368, Folio 474 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 CONDITION OF THIS OBLIGATION ARE SUCH, That if the above bounden H. Melvin Bull do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of
Morris Albert
Attest:
M. R. Gosweiler,
Asststant Secretary

H. Melvin Bull, (Seal)

NEW AMSTERDAM CASUALTY COMPANY
BY G. Lee Burgess,
Vice-President
(CORPORATE SEAL)

Filed & Approved this 28" day of Oct. 1949.

John H. Hopkins, 3rd, Clerk.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE
210 Crain Highway, N. W. Glen Burnie, Md.

Date: November 17, 1949

STATEMENT OF MORTGAGE ACCOUNT

Account No. VA 33

Name Horace & Emma Thompson

Property Disney & Mildred Aves., Clearview Village, Pasadena, Md.

Original Amount of Mortgage dated 10-3 1946		$3750.00
Less- Total amount paid on account of Principal	$664.37	
Plus-Debit Expense Account	$ 22.38	$ 641.99
Net Balance		$3108.01
Plus Interest to October 28, 1949		$ 30.84
Total Balance Due-Account of Mortgage Indebtedness		$ 3138.85
Total Balance Due		$3138.85

Ground Rent Paid to _____ 19__ Fee-simple

1949 Taxes Paid

Insurance $3750.00 Expires 10-2-1950

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By Norwood A. Weineke.

Filed Nov. 22", 1949

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Melvin Bull, Attorney named in the Mortgage filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having

been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceeding the day of sale, the said Attorney did, pursuant to said notice on October 28th, 1949, at 3:00 P.M., o'clock, attend on the premises, and then and there sold the property described in said mortgage unto United Federal Savings and Loan Association of Glen Burnie, Maryland, at and for the sum of Three thousand dollars ($3,000.00) the best price obtainable.

Respectfully submitted,

H. Melvin Bull,

Attorney named in the Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 21st day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared, H. Melvin Bull, Attorney named in the Mortgage, and made oath in due form of law that the manners and facts set forth in the aforegoing Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Dorothy V. Burch, Notary Public.

Filed Nov. 22", 1949

ORDER NISI

ORDERED, this 22" day of November, 1949, That the sale of the property mentioned in these proceedings made and reported by H. Melvin Bull, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sales to be $3,000.00.

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

John H. Hopkins, 3rd, Clerk.

Filed November 22, 1949

CERTIFICATE OF PUBLICATION

ANNAPOLIS, MD. Dec. 13, 1949

We hereby certify, that the annexed Order Nisi-Eq.,#9818-HORACE THOMPSON 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 23rd day of November, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 7564. By R. Lucile Brown

Filed January 11th, 1950

FINAL ORDER.

ORDERED BY THE COURT, This 12th day of January, 1950, 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

J.H.H. No. 67 Equity

proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, A. J.

Filed January 12", 1950.

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, January 18,1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Horace Thompson and Emma P. Thompson, his wife, in ac.

To Attorney for Fee, viz:	25.00	
To Attorney for Commissions, viz:	120.00	145.00
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	19.50	
Capital-Gazette Press - order nisi (sale)	5.00	
Capital-Gazette Press - order nisi (acct.)	5.00	
New Amsterdam Casualty Co.- bond premium	16.00	
Robert H. Campbell - auctioneer's fee	15.00	
One-half Federal revenue stamps	1.15	
One-half State revenue stamps	1.15	
Dorothy V. Burch - notary fee	.50	63.30
To united Federal Savings & Loan Ass'n of Glen Burnie, mortgagee-this balance on account mortgage claim	2,753.95	2,753.95
		3,000.00
Amount of mortgage claim filed	3,138.85	
Cr. Amount allowed as above	2,753.95	
Balance subject to decree in personam	384.90	

with H. Melvin Bull, Attorney named in Mortgage Cr.

1949		
Oct. 28 Proceeds of sale	3,000.00	3,000.00
		3,000.00

Filed 6 February, 1950

ORDER NISI

ORDERED, This 6th day of Feb'y.,1950, 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 9th 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 9th day of March next.

John H. Hopkins, 3rd, Clerk.

Filed 6 February, 1950

J.H.H. No. 67 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 1, 1950.

We hereby certify, that the annexed Order Nisi- Eq. #9818- Auditor's Account- HORACE THOMPSON 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 March 1950. The first insertion being made the 8th day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 5357.

By R. L. Brown.

Filed March 13th, 1950.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 14th day of March, 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, A. J.

Filed March 14, 1950.

IN THE MATTER OF THE	:	
SALE OF THE MORTGAGED	:	No. 9843 IN EQUITY
REAL ESTATE OF	:	IN THE CIRCUIT COURT
FRANCES GUNN AND	:	FOR
DANA W. GUNN, HER HUSBAND.	:	ANNE ARUNDELCOUNTY

: : : : : : : :

Mr. Clerk:

Please docket the above case, file the mortgage herewith for foreclosure, together with the enclosed bond.

H. Melvin Bull,

Attorney named in the Mortgage
2 E. Lexington St.,Balto.-2,Md.

Filed November 29", 1949

M O R T G A G E

(MD. STATE STAMPS $3.80)

THIS MORTGAGE, Made this 21st day of April, in the year one thousand, nine hundred and forty seven, between Frances Gunn and Dana W. Gunn, her husband, of Anne Arundel County, in the State of Maryland, Mortgagor, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE. a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Thirty eight hundred ($3,800.00) 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 four per cent,(4%) per annum in the manner following:

By the payment of Thirty Three ($33.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid,which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of in-

terest; (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) toward the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

AND WHEREAS this Mortgage shall also secure futhre advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in the Third Election District of Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot Nos. 884 - 885 - 886 - 887 - 888 and 889 as shown on the Plat of Magothy Beach recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4, folio 15, (now Plat Cabinet No. 1, Rod A-4, Plat 15).

BEING ALSO the same property which the mortgagors acquired from Harry E. Hardy and wife by deed dated September 25, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 343, folio 237.

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

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

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

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 4 per cent, (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so

that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (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 appoingment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors their heirs, personal representatives and assigns without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenant with the said Mortgagee to pay 4 per cent (4%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the United Federal Savings and Loan Association of Glen Burnie.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for H. MELVIN BULL, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under thepowers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $25.00 and a commission to the party

making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives or assigns, or to 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 decree of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors, for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS: Dana W. Gunn (Seal)

Norwood A. Wieneke Frances Gunn (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of April, 1947, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Dana W. Gunn and Frances Gunn, his wife, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Norwood A. Wieneke, Notary Public.

My Commission expires May 7, 1947.

Received for record 22 April,1947 at 11:15 A.M., Recorded J.H.H. No. 401 Folio 488, etc.,

Filed November 29, 1949

NEW AMSTERDAM CASUALTY COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS: That we, H. Melvin Bull, of 2 E. Lexington Street, Baltimore, Maryland, as Principal, and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are

held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND AND 00/100 ($4,000.00) 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 28th day of November, in the year nineteen hundred and forty-nine.

WHEREAS, the above bounden H. Melvin Bull, by virtue of the power contained in a Mortgage from Frances Dunn and Dana W. Dunn, her husband, to United Federal Savings and Loan Association of Glen Burnie, bearing date the 21st day of April nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No.401, Folio 488, 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 CONDITIONSOF THIS OBLIGATION ARE SUCH, That if the above bounden H. Melvin Bull do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
In the Presence of
Dorothy V. Burch
Attest:
M. R. Goswelier, Assistant Secretary.

H. MELVIN BULL (SEAL)
NEW AMSTERDAM CASUALTY COMPANY
By J. F. Eierman ,
Vice-President.
(Corporate Seal)

Approved this 29" day of Nov. 1949.

John H. Hopkins, 3rd, Clerk.

Filed November 29, 1949

MORTGAGEE'S SALE OF IMPROVED FEE SIMPLE REAL ESTATE

In the Third Election District of Anne Arundel County, in the State of Maryland.

By virtue of the power of sale contained in a mortgage from Frances Gunn and Dana W. Gunn, her husband, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated April 21st, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 401, folio 488, &c.,(default having occurred under said mortgage) the undersigned attorney named in said mortgage will offer at public sale on the premises at Magothy Beach, Anne Arundel County, Maryland, on THURSDAY, DECEMBER 1st, 1949, at 3:00 P.M., O'CLOCK.

All those six lots and parcels of ground situate and lying in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING KNOWN AND DESIGNATED AS Lots Nos. 884, 885, 886, 887, 888 and 889, as shown on the Plat of Magothy Beach, recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4, folio 15, (now Plat Cabinet No. 1, Rod A-4, Plat 150.)

Improved by a frame bungalow, containing 4 rooms and attic.

TERMS OF SALE: A deposit of $150.00 will be required of the purchaser on the day of

sale, and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon ratification of the sale.

Taxes to be adjusted as of the day of sale.

H. MELVIN BULL, Mortgagee,

GEORGE H. CAMPBELL, Auctioneer. Attorney at Law

2 E. Lexington Street, Baltimore 2, Maryland

Attorney named in the Mortgage n-3

Filed January 11, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 6, 1949

We hereby certify that the annexed Notice of Mortgagee's Sale FRANCES GUNN w was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of November, 1949. The first insertion being made the 9th day of November, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 7637 By R. L. Brown.

Filed January 11", 1950

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE,

210 Crain Highway, N.W., GLEN BURNIE, MD.

Date: October 19, 1949

STATEMENT OF MORTGAGE ACCOUNT

Account No. VA 67

Name Dana W. & Frances Gunn

Property Beach Ave., Magothy Beach, Pasadena, Md.

Original Amount of Mortgage dated April 21, 1947		$3800.00
Less-Toral amount paid on account of Principal	$393.14	
Plus Debit Expense Account	$ 16.71	$ 376.43
Net Balance		$3423.57
Plus Interest to October, 1949		$ 90.80
Total Balance Due- Account of Mortgage Indebtedness		$3514.37
Total Balance Due		$3514.37

Ground Rent Paid to ____19__ Fee-simple x

1949 Taxes Paid

Insurance $3800. Expires April 21, 1950.

The above statement is good until October 31, 1949

Settlement through office of

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By N.A.W.

Filed February 6", 1950.

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of H. Melvin Bull, Attorney named in the Mortgage filed in these proceedings respectfully shows:

That after giving Bond for the faithful discharge of his trust, said Bond having

been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceeding the day of sale, the said Attorney did, pursuant to said notice on December 1st, 1949, at 3:00 P.M. o'clock, attend on the premises, and then and there sold the property described in said mortgage unto United Federal Savings and Loan Association of Glen Burnie,Maryland, at and for the sum of Two thousand dollars ($2,000.00) the best price obtainable.

Respectfully submitted,

H. Melvin Bull,

Attorney named in the Mortgage
2 E. Lexington St.,Balto.,-2, Md.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 5th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid,personally appeared, H. Melvin Bull, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Dorothy B. Burch, Notary Public

Filed December 7", 1949

ORDER NISI

ORDERED, this 7" day of December, 1949,That the sale of the property mentioned in these proceedings made and reported by H. Melvin Bull, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9" 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 9" day of January 1950 next.

The report states that the amount of sales to be $2,000.00.

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

John H. Hopkins, 3rd, Clerk.

Filed December 7", 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 16, 1950

We hereby certify, that the annexed Order Nisi - Sale-Eq.,#9843 FRANCES GUNN 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 January 1950. The first insertion being made the 14th day of December, 1949,

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 7586 By R. L. Brown,

Filed March 13", 1950

FINAL ORDER

ORDERED BY THE COURT, This 12th day of January, 1950, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as

required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

BENJAMIN MICHAELSON, A. J.

Filed 12 January, 1950.

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. January 18,1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Frances Gunn and Dana W. Gunn, her husband

		in ac.
To Attorney for Fee, viz:	25.00	
To Attorney for Commissions, viz:	93.00	118.00
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	17.75	
Capital-Gazette Press - order nisi (sale)	5.00	
Capital-Gazette Press - order nisi(Acct.)	5.00	
New Amsterdam Casualty Co.- bond premium	16.00	
Robert H. Campbell- auctioneer's fee	15.00	
One-half Federal revenue stamps	1.10	
One-half State revenue stamps	1.10	
Dorothy V. Burch - notary fee	.40	62.45
To United Federal Savings & Loan Ass'n of Glen Burnie,mortgagee-this balance on account mortgage claim	1,781.80	1,781.80
		2,000.00
Amount of mortgage claim filed	3,514.37	
Cr. Amount allowed as above	1,781.80	
Balance subject to decree in personam	1,732.57	

with H. Melvin Bull, Attorney named in Mortgage Cr.

1949			
Dec. 1	Proceeds of Sale	2,000.00	2,000.00
			2,000.00

Filed February 6", 1950

ORDER NISI

ORDERED, This 6th day of Feby.,1950, That the Report and Account of the Auditor filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to contrary be shown on or before the 9th 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 9th day of March next.

True Copy, TEST: JOHN H. HOPKINS, 3rd, CLERK.

JOHN H. HOPKINS, 3rd, CLERK.

Filed Feby. 6, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1, 1950

We hereby certify, that the annexed Order Nisi - Eq., #9843- Auditor's Account FRANCES W. GUNN 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 March, 1950. The first insertion being made the 8th day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 5358 By R. L. Brown

Filed March 13", 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 14th day of March, 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, A. J.

Filed March 14", 1950

ROBERT N. BAER, Assignee,	:	NO. 9823 EQUITY
vs	:	IN THE CIRCUIT COURT
WILLIAM W. KEYS, and	:	FOR
HELEN M. KEYS, his wife,	:	ANNE ARUNDEL COUNTY
: : : : : : :		IN EQUITY.

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket suit in the above entitled cause.

Robert N. Baer,

Morris Albert,

Attorneys for Plaintiff

Filed Nov. 10", 1949

(Md. State Stamps $4.40

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 31st day of December, in the year one thousand nine hundred and forty-seven, between WILLIAM W. KEYS and HELEN M. KEYS, his wife, of Anne Arundel County, State of Maryland, hereinafter called Mortgagors, and the GREATER BALTIMORE SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS, the said William W. Keys and Helen M. Keys, his wife, being members of the said body corporate, have received therefrom an advance of Thirty-six Hundred ($3600.00) Dollars, on thirty-six 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 William W. Keys and Helen M. Keys, his wife, do grant unto Greater Baltimore Savings and Loan Association of Baltimore City, its successors and assigns, all that lot, piece or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lots ---Nos. 49 and 50 in Block C in the subdivision of the property known as Arundel Gardens, as shown on a plat thereof recorded among the Plat Records of Anne Arundel County, formerly in Plat Book W.N.W. No. 1, Section 4, folio 348, but now of record in Plat Cabinet No. 2, Rod D-9 Plat 348.

BEING the same lots which by deed of assignment of even date herewith, recorded recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, were granted and assigned by Margaret Hennessy unto the Mortgagors herein.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures.

TO HAVE AND TO HOLD the said lots of ground and premises, unto the said Greater Baltimore Savings and Loan Association of Baltimore City, its successors and 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 Sixty Dollars ($60.00), payable in equal semi-annual installments on the first day of January and of July, in each year.

IF, HOWEVER, the 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 personal representatives, and assigns, covenants 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, as dues, the sum of twenty-five cents every week on each of said thirty-six shares of stock, and in addition thereto, as interest, the sum of twelve cents every week on each of said thirty-six shares of stock, according to the provisions of the Constitution of said body corporate, subject to a reduction in the payment of interest, as expressed in said Constitution, all of which payments shall continue to be made, and all of the covenants and conditions of this Mortgage shall continue in force, until by the payment of the weekly dues as aforesaid, exclusive of what may be paid as interest and fines, there shall have been paid to said body corporate or its assigns, the sum of Thirty-six Hundred Dollars, the full par value of said thirty-six shares of stock. Also to pay when payable all insurance premiums, ground rents, water rents, taxes, other public dues and charges, rents and assessments, for which the property hereby mortgaged or the mortgage debt hereby secured may become liable, and for that purpose to pay Two Dollars weekly, which the Mortgagee shall apply from time to time to the payment of the aforesaid charges, but should said sum in any year be insufficient to pay the said charges aforesaid then the Mortgagors, will on demand pay the difference to the Mortgagee.

Said Mortgagors also covenant and agrees 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 said property in good repair and to insure and keep insured said improvements against fire, windstorm, lightning and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

AND the said Mortgagors does further covenant and agree:

(a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and not to the Mortgagprs and the Mortgagee jointly, and, at the option of the Mortgagee may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

(b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagors, to the immediate appointment of a receiver of 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.

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

(d) That they specially warrants the property herein mortgaged, and that they will execute such further assurances thereof as may be required

AND in case of any default in any of the payments, covenants or oonditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall at the option of the Mortgagee, its successors and assigns, become due and demandable, the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and the said Mortgagors hereby authorize and direct the said Mortgagee, its successors or assigns, or 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, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto; and it is agreed that upon the institution of foreclosure proceedings after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagors shall, in addition to such other sum or sums, be also chargeable with a counsel fee of Twenty five Dollars ($25.00) to the attorney or solicitor instituting such proceedings; and it is further 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 shall be applied as follows, to wit: first to the payment of all expenses incident to

said sale, including a counsel fee of One Hundred Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Mortgagee or its assigns, or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also a commission to the party making said sale equal to the commission allowed trustees for making 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 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 thereafter), the said Mortgagors, their personal representatives or assigns, shall have possession of the property.

AND the said Mortgagors for themselves, their 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 Baltimore City, in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their 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.

WITNESS the hands and seals of the said Mortgagors.

Test:- William W. Keys, (SEAL)

Irma M. Bienemann Helen M. Keys (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this 31st day of December, 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 WILLIAM W. KEYS and HELEN M. KEYS, his wife, the Mortgagors named in the aforegoing Mortgage and severally acknowledged the aforegoing Mortgage to be their respective act. At the same time also appeared Robert N. Baer, agent of said Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth; and further made oath that he is the agent of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal:

Irma M. Bienemann,

(Notarial Seal) Notary Public.

Recorded January 16th, 1948, at 3-15 P.M.

In Liber J.H.H. No. 452, Folio 5.

J.H.H. No. 67 Equity

SHORT ASSIGNMENT

STATE OF MARYLAND, City of Baltimore,ss:

FOR VALUE RECEIVED, Greater Baltimore Savings and Loan Association of Baltimore City hereby assigns the within mortgage to Robert N. Baer, Assignee, this 7th day of November, 1949.

Attest: GREATER BALTIMORE SAVINGS AND LOAN ASSOCIATION

Edward J. Weinka,, (Corporate Seal) OF BALTIMORE CITY

Secretary. By Sylvan A. Manger - President

Recorded Nov.10,1949 at 10:20 A.M., in Liber J.H.H. No. 452,Folio 7.

MILITARY AFFIDAVIT

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 17th day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared SYLVAN MANGER, President of Greater Baltimore Savings and Loan Association of Baltimore City, the Mortgagee in the above entitled cause, and made oath in due form of law that to the best of his knowledge, information and belief the defendants, William W. Keys and Helen M. Keys, his wife, are not in the military service of the United States of America.

WITNESS my hand and notarial seal.

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

Filed Nov. 18", 1949

STATEMENT OF MORTGAGE DEBT

To amount of mortgage loan		$3,600.00
Less- total amount of dues paid by borrowers		343.78
		$3,256.22
Total amount paid into Expense Acct.	$221.63	
Total amount paid out of Expense Acct.	193.02	28.61
		$3,227.61

Total amount of indebtedness $3,227.61, with interest from August 29, 1949, at $3.96 per week.

Robert N. Baer, Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 17th day of November, in the year nineteen hundred and forty-nine, before me, a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared ROBERT N. BAER, Assignee,, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

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

Filed November 18", 1949

B O N D

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Robert N. Baer of Baltimore Life Building, Baltimore, Maryland and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Four thousand and no/100 ($4,000.00) Dollars, to be paid to the said State ,or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors,administrators,

successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of November in the year of our Lord nineteen hundred and Forty-nine.

WHEREAS, the above bounden Robert N. Baer by virtue of a power contained in a mortgage from William W. Keys & Helen M. Keys, his wife, to Greater Baltimore Savings & Loan Association dated December 31, 1947 and recorded in Liber J.H.H. No. 452 folio 5, etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Robert N. Baer is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said 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 — Robert N. Baer (SEAL)

Irma M. Bienemann — MARYLAND CASUALTY COMPANY

ATTEST: — By Vandervoort Rand, Attorney-in-Fact

Margaret E. Walter — (Corporate Seal)

Filed & Approved this 1st day of Dec. 1949

Robert N. Baer, Solicitor

306 Baltimore Life Building Charles and Saratoga Streets, Baltimore 1, Maryland

ASSIGNEE'S SALE OF VALUABLE LEASEHOLD PROPERTY

201 CRESWELL ROAD, FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a mortgage from William W. Keys and Helen M. Keys, his wife, to the Greater Baltimore Savings and Loan Association of Baltimore City, dated December 31, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 452 folio 5 (default having occurred thereunder), the undersigned Assignee will sell at Public Auction at the Court House Door in Annapolis on 13TH DAY OF DECEMBER, 1949, AT 11 A.M.,

All those two lots of ground being known and designated as Lots No. 49 and 50 in Block C in the subdivision of the property known as Arundel Gardens as shown on the plat thereof recorded among the Plat Records of Anne Arundel County formerly Plat Book W. N. W. 1, Section 4 folio 348 but now of record in Plat Cabinet 2, Rod D-9, Plat 348. Subject to an annual ground rent of $60.00 payable in semi annual installments on January 1st and July 1st in each and every year.

The improvements consist of a frame bungalow and frame garage.

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.

Robert N. Baer, (Assignee)

Alex. Cooper, Auctioneer.

6-7

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Robert N. Baer, Assignee of the mortgage filed in these proceedings, to make sale of the property known and designated as Lots 49 and 50 in Block C in the subdivision of the property known as Arundel Gardens, and known as No. 201 Creswell Road in the proceedings in said cause mentioned, respectfully shows that he has filed his bond with corporate surety for the faithful discharge of his trust, and which has been duly approved, and has given due notice of the time, place, manner and terms of sale as provided in said mortgage, by advertisement inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, said Robert N. Baer, Assignee, did, pursuant to said notice, on the 13th day of December, 1949, at 11 o'clock A.M., attend at the Court House door, Annapolis, Maryland, and then and there sold at public sale said property for cash unto CLIFFORD L. GOODWIN at and for the sum of Thirty seven hundred and fifty Dollars ($3750.00), which was the most money that could be obtained for the same; the said Clifford L. Goodwin being at that price the highest bidder therefor.

Robert Baer, Assignee

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 13th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaiid, personally appeared ROBERT N. BAER, Assignee, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein stated, and that the sale thereby reported was fairly made.

WITNESS my hand and notarial seal.

(Notarial Seal.)

Irma M. Bienemann, Notary Public

Morris Albert,

Solicitor for plaintiff.

Filed Dec. 13", 1949

ORDER NISI

ORDERED, this 13" day of December, 1949, That the sale of the property mentioned in these proceedings made and reported by Robert N. Baer, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $3750.00.

John H. Hopkins, 3rd, Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd, CLERK.

d-28

Filed December 13, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1950.

We hereby certify, that the annexed Order Nisi - Sale Eq. #9823 -WILLIAM W. KEYS- 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 14th day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 7597 By R. L. Brown,

Filed January 10", 1950

FINAL ORDER

ORDERED BY THE COURT, This 17th day of January, 1950, 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, Judge.

Filed January 17", 1950.

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. February 7,1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Robert N. Baer,Assignee, vs William W. Keys and Helen Keys, his wife, in ac.

To Assignee for Fee, viz:	100.00	
To Assignee for Commissions, viz:	143.48	243.48
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	13.50	42.25
To Assignee for Expenses viz:		
Capital-Gazette Press - advertising sale	19.50	
Capital-Gazette Press - hand bills & tax	9.69	
Capital-Gazette Press - order nisi (sale)	5.00	
Capital-Gazette Press - order nisi (acct)	5.00	
Maryland Casualty Co.- bond premium	16.00	
Alex Cooper - auctioneer's fee	20.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.20	
Irma M. Bienemann - notary fees	2.00	81.59
To Assignee for Liens, etc., viz:		
Ground rent-adjusted 7/1/49 - 12/13/49	27.50	
Water rent -adjusted 10/1/49 - 12/13/49	3.00	30.50
To Greater Baltimore Savings & Loan Ass'n of Baltimore City,mortgagee- in full for mortgage claim filed,Viz:		
Amount of claim filed - $3,227.61		
Interest thereon from 8/29/49 to 12/13/49 15 weeks @ $3.96 per week 59.40	3,287.01	3,287.01

To William W.Keys and Helen M. Keys, his wife,Mortgagors,

this balance	100.81	100.81
		3,785.64

WITH Robert N. Baer, Assignee Cr.

1949			
Dec. 13	Proceeds of Sale	3,750.00	
	Interest on deferred payment from 12/13/49 to 1/30/50	32.64	3,782.64
	Refund 1949 State and County taxes- adjusted to 12/13/49	3.00	3.00
			3,785.64

Filed February 10", 1950

ORDER NISI

ORDERED, This 10th day of February, 1950, 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 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.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk. m-1

Filed February 10, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 16, 1950

We hereby certify, that the annexed Order Nisi - Eq. #9823-Auditor's Account - WILLIAM W. KEYS- 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, 1950. The first insertion being made the 15th day of February, 19__.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 5372. By R. L. Brown

Filed March 17", 1950.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 17th day of March, 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, A. J.

Filed March 17", 1950

J. H. H. No. 67 Equity

No. 7792 Equity

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)
ss:
District of Columbia)

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:

FILED AUG 1 - 1933 FRANK E. CUNNINGHAM, Clerk.

IN THE SUPREME COURT OF THE DISTRICT OF COLUMBIA

Holding an Equity Court

ELIZABETH A. MOONEY, GRACE MOONEY RICHARDS, GRACE ELIZABETH RICHARDS, Infant, by her next friend GRACE MOONEY RICHARDS, ALVIN RICHARDS, LUCINDA E. MOONEY, EDGAR MOONEY OLIVER, Infant, by his next friend C. PERCY OLIVER, C. CLINTON JAMES, DR. A. W. CUMMINGS, WALTER PRICE , and E. T. RICE, TRUSTEES. Plaintiffs, vs THE FEDERAL-AMERICAN NATIONAL BANK AND TRUST COMPANY, also known as THE FEDERAL AMERICAN NATIONAL BANK, (a body corporate), Trustee Defendant.	:	Equity No. 56006 No. 7792 Equity In the Circuit Court for Anne Arundel County, Maryland.

; ; ; ; ; ; ; ;

ORDER SUBSTITUTING TRUSTEE

Upon consideration of the Bill of Complaint and Answer filed in the above entitled cause, it is by the Court, this 1st day of August A. D. 1933,

ADJUDGED, ORDERED and DECREED that the resignation of The Federal-American National Bank and Trust Company as trustee named in the Last Will and Testament of William E. Mooney, deceased, be, and the same is hereby accepted, and that it take effect from this date:

And that Grace Mooney Richards be and she hereby is appointed trustee of the Estate of William E. Mooney, Deceased and that the property of said trust estate both real and personal shall vest in, be possessed, managed and controlled, by said trustee so as to inure in like manner as provided by the Will of William E. Mooney, deceased, dated January 6, 1928, to the use of the same parties who are entitled thereto by the terms of said Will; provided the said trustee give an undertaking in the sum of Five Thousand Dollars conditioned for the faithful performance of the trust in her reposed.

It is further ordered that the Federal American National Bank and Trust Company turn over and deliver to the said Grace Mooney Richards all of the property referred to in said Bill of Complaint as belonging to said trust estate and upon filing of the receipt therefor in this cause the said The Federal American National Bank and Trust Company shall be thereby finally discharged as such trustee:

Said resigning trustee shall receive for its services as trustee a commission of five per centum of the income by it collected and the sum of five hundred dollars in lieu of commission on the principal of said trust estate; and said trust estate shall remain liable for and shall pay the sum of nine hundred dollars to the Federal American National Bank and Trust Company, being the unpaid balance of executor's commission due to it, and the sum of three hundred dollars to C. Clinton James, Esquire, being the unpaid balance of fee due him for professional services to the estate; said payments to be made when reasonably convenient to said trust estate.

JOSEPH W. COX

Justice.

I consent-

CHARLES L. NORRIS

Attorney for Plaintiffs

ERSKINE GORDON

Attorney for defendant.

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 the certificate is a true copy of original ---on file and of record in said Court in this cause.

WITNESS MY HAND AND THE SEAL of said Court, this 13th day of February, 1939.

Charles E. Stewart, Clerk.

(DISTRICT COURT SEAL)

By Chas. B. Coflin, Asst. Clerk.

I, JENNINGS BAILEY, Presiding 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 13th day of February, 1939.

Jennings Bailey,

Presiding Justice.

I, CHARLES E. STEWART, Clerk of said Court, hereby certify that the Honorable JENNINGS BAILEY, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, P R E S I D I N G Justice of said Court, duly commissioned and qualified.

Witness my hand and the seal of said Court, this 13th day of February, 1939.

Charles E. Stewart, Clerk

(DISTRICT COURT SEAL)

By Chas, B. Coflin, Ass't. Clerk.

Filed April 6th, 1939.

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FOR FORTHER RECORDS SEE J.H.H. No. 68, folios 20 - Equity Records.

J.H.H. No. 67 Equity

IN THE MATTER OF THE	:	
MORTGAGED REAL ESTATE	:	IN THE
OF	:	CIRCUIT COURT
THE MARINE SUPPLY &	:	FOR
WOODWORKING CORPORATION,	:	ANNE ARUNDEL COUNTY
a body corporate	:	# 9822 Equity

. . . . . .

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage (Exhibit A).

McWilliams & Evans, Solicitors,

212 Duke of Gloucester St.
Annapolis, Maryland.

Filed Nov. 9", 1949

PURCHASE MONEY MORTGAGE

To extent of $2,000.

(Md. State Stamps $3.00)

THIS PURCHASE MONEY MORTGAGE, Made this 13th day of February, A. D.,1947, by and between MARINE SUPPLY & WOODWORKING CORPORATION, a body corporate of the State of Maryland, hereinafter called the Mortgagor, and ARUNDEL BUILDING AND LOAN ASSOCIATION, INC., a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is a member of said body corporate, and has received therefrom an advance of Five Thousand ($5,000.00) Dollars, the due execution of this Mortgage having been a condition precedent to the granting of said advance; and

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Five Thousand ($5,000.00) Dollars, with interest from date at the rate of six (6%) per centum per annum on the unpaid principal until paid,principal and interest being payable at the office of Arundel Building and Loan Association,Inc., 11 School Street, Annapolis, Maryland, in monthly installments of Fifty ($50.00) Dollars, commencing on the 1st day of March, 1947, and on the 1st 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 1st day of September, 1958; the privilege is reserved to pay this debt in whole or in an amount equal to one (1) or more monthly payments on the principal that are next due on the 1st day of any month prior to maturity, provided, however, that when and if such prepayment in full is for the purpose of refinancing this loan, then a three (3%) per cent premium on the unpaid principal balance of this loan shall be paid by the said Mortgagor for the privilege of such prepayment; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest and fines as hereinafter mentioned, and the performance of all the covenants and conditions herein contained, should be secured by the execution of these presents, the proceeds hereof being a part of the purchase money of the property hereinafter described and conveyed to the Mortgagor by deed of even date herewith; and

WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945, or any amendment thereto.

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

the premises, and the sum of Ten ($10.00) Dollars, the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all that lot or parcel of land situate on the Northeast side of the Old Annapolis Boulevard in the Third Election District of Anne Arundel County, more particularly described as follows:

BEGINNING for the same at an iron pipe set where the Northwest line of the conveyance from Edward D. Preston to Paul Peterson and wife,dated June 22, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 117, folio 454, intersects the Northeast side of the Old Annapolis Boulevard; and running from thence, and with a part of said line and part of the North 43 degrees 15 minutes East, 1335 foot line of the conveyance from Ridgely P. Melvin, Attorney, to John Y. Hall, dated January 24,1912, and recorded among the aforesaid Land Records in Liber G. W. No. 90, folio 263, and as corrected for magnetic variation on both parcels, North 48 degrees 18 minutes East, 191.75 feet to a pipe; thence, running across part of the last mentioned conveyance, South 41 degrees 50 minutes East, 99.75 feet to a pipe; thence, South 48 degrees 10 minutes West,200 feet to a pipe set on the Northeast side of the Old Annapolis Boulevard; thence, with the same, North 37 degrees 36 minutes West, 100 feet to the place of beginning; containing .45 acres, according to a survey made by J. R. McCrone,Jr., Registered Professional Engineer and Land Surveyor, in January, 1947.

BEING the same property which was conveyed to the Mortgagor herein by John Steele, divorced, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, 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.

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, 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 he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, 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 hereinbefore specifically mentioned and shall be secured by this mortgage; that, in addition to the above, and as a part thereof, they will also pay a fine or "late charge", not to exceed ten (10¢) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handlind delinquent payments; that it will ovey the Charter and By-Laws of the Mortgagee now in force or hereafter to be adopted.

2. 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.

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Five Thousand ($5,000.00) Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or,policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee,and at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

5. 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.

6. 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.

7. 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, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Matthew S. Evans, (his 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, its or their heirs,

successors or assigns; and which said 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 One Hundred Fifty Dollars ($150.00) 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, and bodies corporate shall be considered neuter gender.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

ATTEST: MARINE SUPPLY & WOODWORKING CORPORATION

(Seal) By Charles A. Brown, President (SEAL)

(Corporate Seal) Frederick L. Cusack-Treasurer (SEAL)

W. Frank Every, Secretary.

Lillian K. Horner

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 13th day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared CHARLES A. BROWN, President, and FREDERICK L. CUSACK, Treasurer of MARINE SUPPLY & WOODWORKING CORPORATION, a body corporate, the above named Mortgagors, and they acknowledged the foregoing mortgage to be the act of said body corporate, and also made oath that he is the agent of the Mortgagor 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.

Lillian K. Horner,

(Notarial Seal) Notary Public.

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

I HEREBY CERTIFY that, on this 13th day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Matthew S. Evans, the Attorney for the within 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 said body corporate and duly authorized to make this acknowledgemtn.

WITNESS my hand and Notarial Seal.

Helen E. Tyler,

(Notarial Seal) Notary Public

RECORDED 14th February, 1947, at 10-10 A.M. J.H.H. No. 399, folio 125.

Filed November 9, 1949.

STATEMENT OF MORTGAGE CLAIM.

Statement of the mortgage claim of Arundel Building and Loan Association under the mortgage to it from Marine Supply and Woodworking Corporation, dated 13 February 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #399, folio #125, said mortgage being in default.

Feb. 13, 1947	Mortgage Loan Advance		$5,000.00
Feb. 13,1947 to Dec. 1,1949	Interest charged to Mortgage		863.58
June 27,1947	Insurance, Extended Coverage Endorsement	$ 2.50	
Mar. 3, 1948	Insurance-$5000.00-Bldg. expiring Feb. 13, 1949	191.00	
Oct. 28, 1948	Insurance - $1000.00- Bldg. July 22nd, 1949	38.20	
Apr. 4, 1949	Insurance- $5000.00-Bldg. Expiring Feb. 13, 1950	191.00	
Aug. 15, 1949	Insurance- $1000.00-Bldg. expiring July 22nd, 1950	38.20	460.90
Sept. 15, 1949	Advance for 1948 Taxes		85.48
			$6,409.96
	Total amounts credited to mortgages account		912.50
	Balance Due		$5,497.46

Arundel Building and Loan Association, Inc.

By William J. McWilliams,

Vice-President.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL) ss

I HEREBY CERTIFY that on this 5" day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,

personally appeared WILLIAM J. McWILLIAMS, Vice-President of Arundel Building and Loan Association, Inc., 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) Viola J. Brown, Notary Public.

FILED December 5, 1949

THE HOME INDEMNITY COMPANY BOND

N 107345

KNOW ALL MEN BY THESE PRESENTS: That we, MATTHEW S. EVANS as Principal, and THE HOME INDEMNITY COMPANY, a corporation of the State of NEW YORK, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven 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 6th day of December in the year of our Lord one thousand nine hundred and forty-nine.

WHEREAS, the above bounden MATTHEW S. EVANS, by virtue of the power contained in a mortgage from Marine Supply and Woodworking Corporation to Arundel Building and Loan Association, Inc., bearing date of 13 February, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 399, folio 125, is about to sell the land and premises described in said mortgage, default having been made in the payments of the money specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION are such that if the above bounden MATTHEW S. EVANS 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 — MATTHEW S. EVANS (SEAL)

in the presence of — THE HOME INDEMNITY COMPANY (SEAL)

Dana Lee Kohler — By Margaret E. Traeg, (SEAL)

WITNESS: — Attorney-in-Fact.

Mary W. Southall. (Corporate Seal)

FILED & APPROVED this 5" day of Dec. 1949.

John H. Hopkins, 3rd, CLERK.

McWILLIAMS and EVANS, Solicitors

212 Duke of Gloucester Street

ATTORNEY'S SALE OF VALUABLE

IMPROVED BUSINESS PROPERTY

SITUATE NEAR REVELL STATION IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY.

By virtue of the power and authority contained in a mortgage from Marine Supply and

Woodworking Corporation, dated 13 February, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 399, folio 125, Matthew S. Evans, the attorney named in said mortgage (default having occurred thereunder), will sell at public auction at the Court House door, Annapolis, on TUESDAY, DECEMBER 6th, 1949 at 11:00 O'CLOCK A.M. the following property:

All that lot or parcel of land situate on the northeast side of the Old Annapolis Boulevard in the Third Election District of Anne Arundel County, more particularly described as follows:

BEGINNING for the same at an iron pipe set where the northwest line of the conveyance from Edward D. Preston to Paul Peterson and wife, dated June 22, 1915, and recorded among the Land Records of Anne Arundel County in Liber G. W., 117, folio 545, intersects the northeast side of the Old Annapolis Boulevard; and running from thence and with a part of said line and part of the north 43 degrees 15 minutes east, 1335 foot line of the conveyance from Ridgely P. Melvin, attorney, to John Y. Hall, dated January 24, 1912, and recorded among the aforesaid Land Records in Liber G. W. No.90, folio 263, and as corrected for magnetic variation on both parcels, north 48 degrees 18 minutes east, 191.75 feet to a pipe; thence running across part of the last mentioned conveyance, south 41 degrees 50 minutes east, 99.75 feet to a pipe; thence south 48 degrees 10 minutes west 200 feet to a pipe on the northeast side of the Old Annapolis Boulevard; thence with the same, north 37 degrees 36 minutes west 100 feet to the place of beginning, containing .45 acres, according to a survey made by J. R. McCrone,Jr., professional Engineer and Land Surveyor in January, 1947.

Being the same property which was conveyed to Marine Supply and Woodworking Corporation by John Steele, by deed dated 13 February, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 399, folio 124.

The property is improved by a two-story frame building.

TERMS OF SALE: A deposit of $300.00 will be required 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 expenses to be adjusted to the date of sale.

For further particulars, apply to

MATTHEW S. EVANS,
Attorney named in Mortgage,
212 Gloucester Street,
Annapolis, Maryland.

AGREEMENT OF AUCTIONEER AND PURCHASER.

I hereby certify that I have this 6" day of December, 1949, sold the within described property to Arundel Building & Loan Assn., Inc., at and for the sum of Thirty-seven hundred and fifty dollars, being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Geo. W. Scible, Auctioneer.

I, W. H. M. SMITH, Sect'y, hereby certify that I have this 6th day of Dec. 1949, purchased the within described property from Matthew S. Evans, Attorney, at and for the sum of Thirty-seven Hundred Fifty Dollars ($3750.00), and hereby agree to comply

with the terms of said sale as set forth on the reverse side hereof.

ARUNDEL BUILDING & LOAN ASS'N., INC.

By W. H. M. Smith, (SEAL)

Sect'y.

Filed Dec. 14", 1949.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 6, 1949.

We hereby certify, that the annexed Notice of Attorney's Sale Marine Supply and Woodworking Corporation 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 November, 19__. The first insertion being made the 9th day of November, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 7644 By R. L. Brown.

Filed Dec. 14", 1949

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of Matthew S. Evans, Attorney named in mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from Marine Supply and Woodworking Corporation, dated 13 February, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 399, folio 125, the said Matthew S.Evans, as the Attorney named in said 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 printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, 6 December, 1949,at 11:00o'clock A.M., at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said Matthew S.Evans, Attorney as aforesaid, then and there sold the said property to the Arundel Building & Loan Association of Annapolis, Maryland, at and for the sum of Three Thousand Seven Hundred and Fifty Dollars ($3,750.00), it being at that figure the highest bidder therefore the said property being the following:

ALL that lot or parcel of land situate on the northeast side of the Old Annapolis Boulevard in the Third Election District of Anne Arundel County,more particularly described as follows:

BEGINNING for the same at an iron pipe set where the northwest line of the conveyance from Edward D. Preston to Paul Peterson and wife, dated June 22, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. 117, folio 545, intersects the northeast side of the Old Annapolis Boulevard; and running from thence, and with a part of said line and part of the north 43 degrees 15 minutes east, 1335 foot line of the conveyance from Ridgely P. Melvin, attorney to John Y. Hall, dated January 24, 1912, and recorded among the aforesaid Land Records in Liber G. W. No. 90, folio 263, and as corrected for magnetic variation on both parcels, north 48 degrees 18 minutes east, 191.75 feet to a pipe;thence running across part of the last mentioned conveyance, south 41 degrees 50 minutes east,

99.75 feet to a pipe; thence south 48 degrees 10 minutes west 200 feet to a pipe on the northeast side of the Old Annapolis Boulevard; thence with the same, north 37 degrees 36 minutes west 100 feet to the place of beginning, containing .45 acres,according to a survey made by J. R. McCrone, Jr., professional Engineer amd :and Surveyor in January, 1947.

BEING the same property which was conveyed to Marine Supply and Woodworking Corporation by John Steele, by deed dated 13 February, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 399, folio 124.

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

"Terms of Sale: A deposit of $300.00 will be required 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 expenses to be adjusted to the date of sale."

Respectfully submitted.

Matthew S. Evans,

Attorney

STATE OF MARYLAND COUNTY OF ANNE ARUNDEL, ss:

I HEREBY CERTIFY that on this 13" day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Matthew S. Evans, Attorney, 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) Viola J. Brown, Notary Public.

Filed Dec. 14", 1949.

ORDER NISI.

ORDERED, this 14" day of December, 1949, That the sale of the property mentioned in these proceedings made and reported by Matthew S. Evans, attorney named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16" 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 16" day of January next.

The report states that the amount of sales to be $3,750.00.

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

Filed 14 December, 1949.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 1950.

We hereby certify, that the annexed Order Nisi-Sale Eq. #9822 Mortgaged Real Estate of Marine Supply & Woodworking Corp., 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 January, 1950. The first insertion being

made the 21st day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 6856 By R. L. Brown.

Filed January 19",1950.

FINAL ORDER.

ORDERED BY THE COURT,This 19th day of January, 1950, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed,no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall procuce vouchers for the Auditor.

Benjamin Michaelson, Judge.

Filed January 19", 1950.

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. February 4, 1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Mortgaged Real Estate of The Marine Supply & Woodworking Corporation, a body corporate in ac.

To Attorney for Fee, viz:	150.00	
To Attorney for Commissions, viz:	142.50	292.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	27.75	
Capital-Gazette Press-handbills & tax	9.69	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press-order nisi (acct.)	5.00	
The Home 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	
Viola J. Brown - notary fees	1.00	100.84
To Attorney for Taxes, viz:		
1949 State and County taxes ($92.36-adj.)	86.03	86.03
To Arundel Building & Loan Ass'n., mortgagee-this		
balance on account mortgage claim	3,232.88	3,232.88
		3,750.00
Amount of mortgage claim filed	5,497.46	
Cr. Amount allowed as above	3,232.88	
Balance subject to decree in personam	2,264.58	

with Matthew S. Evans, Attorney named in Mortgage		cr.
1949		
Dec. 6 Proceeds of Sale	3,750.00	3,750.00
		3,750.00

Filed February 7, 1950

ORDER NISI

ORDERED, This 7th day of February, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of March next.

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

John H. Hopkins, 3rd, Clerk.

Filed 7 February, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1, 1950.

We hereby certify, that the annexed Order Nisi-Eq.,#9822 Marine Supply & Woodworking Corporation 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 March, 1950. The first insertion being made the 8th day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 5363

By R. L. Brown

Filed March 14", 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 14th day of March, 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 March 14", 1950.

WALTER S. CALWELL,	:	No. 9780 EQUITY
ASSIGNEE,	:	IN THE CIRCUIT COURT
VS	:	FOR
BUTLER A. FRALEY.	:	ANNE ARUNDEL COUNTY, (in Equity)

: : : : : : : :

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 Butler A. Fraley 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 335, with Short Assignments at the foot thereof,

the last dated May 26th, 1949 from The County Trust Company to the Plaintiff.

Walter S. Calwell, Assignee

James J. Lee, Solicitor for Plaintiff.

Filed August 26, 1949.

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 8th day of July, A. D., 1947, by and between BUTLER A. FRALEY 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, 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 that 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 paymemt 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. 18 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 4934 Brookwood Road, (formerly 234 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, 2 kitchen cabinets, 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 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 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 execise it at any other time.

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

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

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

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance

covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

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

(1) premium charges under the contract of insurance with the Federal Housing Commissioner:

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

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

(1v) amortization of the principal of said debt.

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

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

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which provisions 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 tear excepted.

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

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

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

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

J. Hodge Smith.

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 Butler A. Fraley, 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 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 seal aforesaid,

J. Hodge Smith,

(Notarial Seal) Notary Public.

Recorded - 16 July,1947,at 1 P.M. J.H.H. No. 418,folio 335.

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 By Edward P. Hanyen,

Asst. Secretary. (Corporate Seal) Vice President

Recorded 13 Aug.1949,J.H.H. No. 338,folio 418.

This rider is attached to and is a part of a certain mortgage made by Butler A Fraley, to Washington Irving Trust Company dated July 8th, 1947 and recorded July 16th, 1947 in Liber 418, Page 335.

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, THE COUNTY TRUST COMPANY
Asst. Secretary By Edward P. Hanyen, Vice President.
(Corporate Seal)

The signature of Edward P,Hanyen,Vice President,has been affixed and fuly attested by Assistant Secretary,Mary T.Lynch,this 26th day of May, 1949.
(Corporate Seal)

Received for record 13 August 1949,at 9 A.M., J.H.H. No. 418, folio 338.

STATEMENT OF MORTGAGE DEBT

STATEMENT of the Mortgage Claim of The County Trust Company under the mortgage from the said Butler A. Fraley to Washington Irving Trust Company, dated the 8th day of July 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 418, Folio 335.

Amount of Loan	$6000.00
Less-amount paid in principal	179.40
	5820.60
Plus- unpaid interest to 1/5/1950	274.85
	6095.45
Plus - overdraft in expense account	102.21
	6197.66

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 4th day of January in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. Callagan,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 filed in the

said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

Clara M. Link,

(Notarial Seal) Notary Public.

Filed January 5", 1950

NEW AMSTERDAM CASUALTY COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS: That we Walter S. Calwell, of 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 4th day of January in the year nineteen hundred and fifty.

WHEREAS, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from Butler A. Fraley 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 No. J.H.H. 418, Folio 335, and 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 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

Attest: (CORPORATE SEAL) — By G. LEE BURGESS Vice-President

M. R. Gosweiler

Assistant Secretary.

Filed and Approved this 7" day of January, 1950.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

Equity No. 9780

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of January 1950 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 Defendant Butler A. Fraley 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 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)

James J. Lee, Solicitor for Plaintiff.

FILED January 12, 1950

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, 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 335 from said Butler A. Fraley to Washington Irving Trust Company, which Mortgage with Short Assignment thereon to said Assignee 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 5th day of January, 1950 at 3 P.M., attend at the Court House Door and then and there sold the leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 18 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. 4934 (formerly 234) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, copy of which is attached hereto, said property being subject to the payment of the annual ground rent of Seventy-eight ($78.00) Dollars.

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 property was sold to The County Trust Company subject to an annual ground rent of Seventy-eight ($78.00)Dollars, 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 9th day of January, 1950 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 January 12", 1950

CALLAHAN, CALWELL AND PENNIMAN, SOLICITORS

ASSIGNEE'S SALE OF VALUABLE LEASEHOLD PROPERTY.

No. 4934 (formerly 234) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Butler A. Fraley 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 335 (default having occurred thereunder), the undersigned, Assignee, will sell at Public Auction at the Court House Door on THURSDAY, JANUARY 5TH, 1950 AT 3 P.M. all that leasehold lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:

Being known and designated as Lot No. Eighteen (18) as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne ArundelCounty in Cabinet No. 3 Rod E-4 Plat No. 10,

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

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

TEPMS 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 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.-to date of sale.

WALTER S. CALWELL, Assignee.

Sam W. Pattison & Co., Auctioneers. d-28

Filed January 12, 1950

ORDER NISI

ORDERED, this 12th day of January, 1950, That the sale of the property mentioned in these proceedings made and reported by Walter S. Calwell, Assignee BE RATIFIED AND CONVEYED, unless cause to the contrary thereof be shown on or before the 13" day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13" day of February next.

The report states that the amount of sales to be $6,000.00.

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

Filed January 12, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 8, 1950

We hereby certify, that the annexed Order Nisi-Eq.,#9780 Sale Butler A. Fraley 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 February, 1950. The first insertion being made the 18th day of January, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 6406 By R. L. Brown

Filed February 14", 1950

J.H.H. No. 67 Equity

FINAL ORDER

ORDERED BY THE COURT, This 14th day of February, 1950, 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, Judge.

Filed February 14", 1950.

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. March 3, 1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell, Assignee, vs Butler A. Fraley		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	19.50	
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	82.90
To Assignee for Taxes, viz:		
1950 State and County taxes ($89.17- adjusted- five days)	1.22	1.22
To Assignee for Liens, viz:		
1950 water main and sewer benefit charge ($7.15- adjusted- five days)	.10	
Ground rent- 12/15/49 to 1/5/50	4.47	4.57
To The County Trust Company,mortgagee- this balance on account mortgage claim	5,613.56	5,613.56
		6,000.00
Amount of Mortgage claim filed	6,197.66	
Cr. Amount allowed as above	5,613.56	
Balance subject to decree in personam	584.10	

J.H.H. No. 67 Equity

with Walter S. Calwell, Assignee		Cr.
1950		
Jan. 5. Proceeds of Sale	6,000.00	6,000.00
		6,000.00

Filed March 8, 1950

ORDER NISI

ORDERED, This 8th day of March, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of 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 10th day of April,next.

John H. Hopkins, 3rd, Clerk

True copy, TEST:

JOHN H. HOPKINS, 3rd, CLERK.

Filed March 8", 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1950.

We hereby certify, that the annexed Order Nisi-Eq.,#9780-AUDITOR's ACCOUNT- Butler A. Fraley was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of April, 1950. The first insertion being made the 15th day of March, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 5319. By R. L. Brown,

Filed April 19, 1950.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 19th 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 Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

BENJAMIN MICHAELSON, Judge.

Filed April 19, 1950.

WALTER S. CALWELL,	:	No. 9812 EQUITY
Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
vs	:	FOR
BERNARD DEMBOSKI AND	:	ANNE ARUNDEL COUNTY,
LENA DEMBOSKI, his wife.	:	(In Equity)

: : : : : :

Mr. Clerk:

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

1. Original Mortgage from the said Bernard Demboski and Lena Demboski, his wife to The County Trust Company, dated August 19th, 1947 and recorded among the Land Records

J.H.H. No. 67 Equity

of Anne Arundel County in Liber J.H.H. No. 430 folio 88.

Walter S. Calwell,

Attorney named in Mortgage

James J. Lee,

Solicitor for Plaintiff

FILED October 17", 1949.

MORTGAGE

THIS MORTGAGE, Made this 19th day of August, A. D. 1947, by and between BERNARD DEMBOSKI and LENA B. DEMBOSKI, his wife, also known as Lena Demboski, of Baltimore City, 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 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 THE COUNTY TRUST COMPANY Company, in Tarrytown Westchester County, New York, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY TWO and 74/100 Dollars (#432.74), commencing on the first day of October, 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 September, 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 severlly bound to pay to the holder of this mortgage a premium charge of one per cent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commission.

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. 62 as laid down and shown on the Plat of

Brookwood, which Plat is duly recorded among the and Records of Anne Arundel County in Cabinet No. 3, Rod E-4 Plat No. 10. The improvements whereon are known as 5019 Brookwood Road, (formerly 257 Brookwood Road.)

BEING the same lot of ground which by an Agreement 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., 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, 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 unexpires 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 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 Feders; 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 mortgagee insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

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

(1) npremium 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 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 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 the n 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 tear excepted.

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

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

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

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

immediately due and payable.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or 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 ($5.00) 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
Meredith R. Wilson

Bernard Demboski (Seal)

Lena Demboski (Seal)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 19th day of August, 1947, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared BERNARD DEMBOSKI AND LENA DEMBOSKI, 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 10th Sept. 1947, at 11:30 A. M. J.H.H. No. 430, folio 88.
Filed October 17, 1949
STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said Bernard Demboski and Lena Demboski, his wife, to The County Trust Company dated the 19th day of August, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 430, Folio 88.

Amount of Loan	$6200.00
Less- amount paid in principal	249.27
	5950.73
Plus- unpaid interest to 1/5/1950	162.02
	6112.75
Less-balance in expense account	87.40
	6025.35

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 4th day of January, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said City of Baltimore, personally appeared Joseph J. Callahan, the 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.

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

Filed January 5, 1950.

NEW AMSTERDAM CASUALTY COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS: That we Walter S. Calwell, of 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 TWO HUNDRED AND 00/100 ($6,200.00) 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 4th day of January in the year nineteen hundred and fifty.

J.H.H. No. 67 Equity

WHEREAS, the above bounden Walter S. Calwell by virtue of the power contained in a Mortgage from Bernard Demboski and Lena Demboski, his wife, to The County Trust Company bearing date the 19th day of August nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber No. J.H.H. 430, Folio 88 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 — Walter S. Calwell. (Seal)

in the presence of

Clara M. Link

Attest:

M. R. Gosweiler, Assistant Secretary.

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess, Vice President.

(CORPORATE SEAL)

James J. Lee, Solicitor for Plaintiff.

Filed and Approved this 7" day of January, 1950.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of January, 1950 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 Bernard Demboski and Lena Demboski, 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 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

James J. Lee, Solicitor for Plaintiff. — (NOTARIAL SEAL)

Filed January 12, 1950.

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 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 430 folio 88 from said Bernard Demboski and Lena B. Demboski, 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 to "The Maryland Gazette" a news-

paper 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 5th day of January, 1950 at 3:05 P.M., attend at the Court House Door and then and there sold the leasehold property situate, lying and being in Anne Arundel County,

Being known and designated as Lot No. 62 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. 5019 (formerly 257) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto; said property being subject to the payment of the annual ground rent of Seventy-eight ($78.00) Dollars.

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 property was sold to The County Trust Company, subject to the payment of the annual ground rent of Seventy-eight ($78.00) Dollars, at and for the sum of Six Thousand ($6,000.00) 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 9th day of January, 1950, 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.

James J. Lee, Clara M. Link, Notary Public

Solicitor for Plaintiff. (Notarial Seal)

Filed January 12", 1950.

CALLAHAN, CALWELL AND PENNIMAN, SOLICITORS.

ASSIGNEE'S SALE OF VALUABLE LEASEHOLD PROPERTY

No. 5019 (formerly 257) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Bernard Demboski and Lena B. Demboski, his wife, to The County Trust Company, dated August 19th, 1947; and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 430, folio 88 (default having occurred thereunder) the undersigned Attorney Named in Mortgage will sell at Public auction at the Court House Door on THURSDAY, JANUARY 5th, 1950, at 3:05 P.M. all that lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:

Being known and designated as Lot No. 62, 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.

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

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 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 to be adjusted to date of sale.

Walter S. Calwell

Attorney Named in Mortgage

Sam W. Pattison & Co., Auctioneer.

d-28

Filed January 12", 1950

ORDER NISI

ORDERED, this 12th day of January, 1950, 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 13" day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13" day of February next.

The report states that the amount of sales to be $6,000.00.

John H. Hopkins, 3rd, Clerk.

Filed January 12, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. , February 8, 1950.

We hereby certify, that the annexed Order Nisi-Eq., #9812 Sale- BERNARD DEMBOSKi- 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 February, 1950. The first insertion being made the 18th day of January, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 6405

By. R. L. Brown.

Filed February 14, 1950.

FINAL ORDER

ORDERED BY THE COURT, This 14th day of February, 1950, 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 appeare 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 February 14", 1950.

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 then she has stated the within account. March 3, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage vs Bernard Demboski and Wife		Dr.
To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	210.00	260.00
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	18.75	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press -order nisi (acct.)	5.00	
New Amsterdam Casualty Co.- bond premium	24.80	
Sam W. Pattison & Co. -auctioneer's fee	20.00	
One-half Federa; revenue stamps	3.30	
One-half State revenue stamps	3.30	
Clara M. Link - notary fees	1.20	81.35
To Attorney for Taxes, viz:		
1950 State and County taxes ($92.01-adjusted-five days)	1.26	1.26
To Attorney for Liens, viz:		
1950 water main and sewer benefit charge ($8.25 - adjusted - five days)	.11	
Ground rent- 12/15/49 to 1/5/50-21 days	4.47	4.58
To The County Trust Company, mortgagee -this balance on account mortgage claim	5,615.06	5,615.06
		6,000.00
Amount of mortgage claim filed	6,025.35	
Cr. Amount allowed as above	5,615.06	
Balance subject to decree in personam	410.29	
with Walter S. Calwell, Attorney named in Mortgage		Cr.
1950		
Jan. 5 Proceeds of Sale	6,000.00	6,000.00
		6,000.00

Filed March 8th, 1950

ORDER NISI

ORDERED, This 8th day of March, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause,BE RATIFIED AND CONFIRNED, unless cause to the contrary be shown on or before the 10th 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 10th day of April next.

John H. Hopkins, 3rd, Clerk.

Trus Copy; TEST,

John H. Hopkins, 3rd, Clerk.

Filed March 8, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 18, 1950

J.H.H. No. 67 Equity

I Hereby Certify, that the annexed Order Nisi- Eq. #9780 Auditors Account - BERNARD DEMBOSKI - was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of April, 1950. The first insertion being made the 15th day of March 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 5319

By R. L. Brown.

Filed April 19", 1950.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 19th 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

BENJAMIN MICHAELSON,

Judge.

Filed April 19, 1950.

OLGA H. SENNHENN EXECUTRIX OF THE ESTATE OF ERICH H. SCHRADER, DECEASED, 203 CHESAPEAKE AVENUE EASTPORT, MARYLAND, VS OLGA H. SENNHENN GUARDIAN UNDER THE LAST WILL AND TESTAMENT OF ERICH H. SCHRADER, OF BARBARA EMMA SCHRADER, INFANT, AND BARBARA EMMA SCHRADER, INFANT, 203 CHESAPEAKE AVENUE EASTPORT, MARYLAND.	:	EQUITY NO. 9783 in the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: : : : : : :

BILL OF COMPLAINT

The Bill of Complaint of Olga H. Sennhenn, Executrix of the Estate of Erich H. Schrader, Deceased, by her Solicitor, Henry J. Tarantino, respectfully shows unto Your Honors:

First: That Erich H. Schrader, died testate on the 9th day of January, 1949, leaving surviving him under his Last Will and Testament, which has been admitted for probate in the Orphans' Court for Anne Arundel County on January 20, 1949, an infant daughter, Barbara Emma Schrader, to whom he devised and bequeathed his entire estate; naming therein Olga H. Sennhenn as the Executrix of his Last Will and Testament and Guardian of said infant child. A certified copy of said Last Will and Testament is filed herewith and marked "Plaintiff's Exhibit No. 1", and prayed to be taken as a part hereof.

Second: That the personal property assets in the above mentioned Estate is not sufficient to satisfy claims filed therein and the costs of administration, and that it becomes necessary and advisable to sell the only realty of said estate, which is

improved by a tavern and lunchroom located at No. 301 Severn Avenue,(corner of Third Street and Severn Avenue), Eastport, Maryland, in order to pay the debts of the Estate and the costs of administration. A certified copy of Deed of said realty being filed herewith and marked "Plaintiff's Exhibit No. 2", and prayed to be taken as a part hereof.

Third: That said Olga H. Sennhenn, Guardian of Barbara Emma Schrader, Infant, as named in said Last Will and Testament, has entered into a Contract of Sale with Harry L. Pinkowski and Elizabeth P. Pinkowski, his wife, on behalf of said infant, to sell the real estate herein referred to at and for the sum of Six Thousand ($6,000.00) Dollars, as evidenced by the sale contract filed herewith and marked "Plaintiff's Exhibit No. 3", and prayed to be taken as a part hereof. The Plaintiff deems it to the advantage of said infant and all parties concerned that the sale be made and the contract ratified and confirmed by this Honorable Court.

Fourth: That the aforementioned purchase price under said Contract of Sale is greater than the appraised amount as filed in the Real Estate Inventory in said proceedings in the Orphans' Court for Anne Arundel County, as evidenced by a certified copy of said Real Estate Inventory filed herewith and marked "Plaintiff's Exhibit No. 4", and therefore, the Plaintiff believes that the offer of said purchase price is higher than she would be able to obtain for the sale of the said asset at either public or private sale to any one else.

FIFTH: That the said realty is unoccupied by the parties in interest, and which is unproductive and is now producing no income, and is in need of repair, and the Plaintiff states it would be for the benefit and advantage of the said sole infant legatee, as mentioned herein, to sell the said tract of land and the improvements thereon, and to invest the proceeds thereof, after payment of debts and costs of administration, with respect to said infant child in some productive fund.

Sixth: That the Plaintiff Executrix, on behalf of said infant, cannot perfect title of the herein before mentioned property to be sold to said Harry L. Pinkowski and Elizabeth P. Pinkowski, his wife, because of the outstanding interest of said infant, nor can the said Estate be administered and closed, without the aid of this Honorable Court.

TO THE END, THEREFORE:

(a) That a Decree may be passed for sale of the real estate contracted to be sold;

(b) That the Contract of Sale be ratified and confirmed by this Court and a Trustee be appointed for the purpose of consummating the same and transferring the estate of the Infant Defendant to Harry L. Pinkowski and Elizabeth P. Pinkowski, his wife,

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

May it Please Your Honors to grant unto the Plaintiff the Writ of Subpoena directed to the said Guardian, Olga H. Sennhenn and to the said Infant, Barbara Emma Schrader, now at No. 203 Chesapeake Avenue, Eastport, Anne Arundel County, Maryland, commanding them, to appear in this Court and answer the premises, and abide by and perform such Decree as may be passed therein.

And as in duty bound, etc.

Henry J. Tarantino,
Attorney for Plaintiff.

Olga H. Sennhenn, Executrix of the Estate of Erich H. Schrader,Deceased.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY , TO WIT:

I HEREBY CERTIFY, that on this 7th day of September, 1949. before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared

Olga H. Sennhenn, the above named Executrix, and Plaintiff in the above proceedings, and made oath in due form of law that the matters and facts as stated in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

WITNESS MY HAND AND NOTARIAL SEAL.

Henry J. Tarantino.

(Notarial Seal)

Notary Public.

Filed September 7, 1949

"PLAINTIFF'S EXHIBIT NO. I "

LAST WILL AND TESTAMENT OF ERICH H.SCHRADER

I, ERICH H. SCHRADER, of the Village of Eastport. Anne Arundel County, Maryland, being of sound and disposing mind and memory and understanding, do hereby make, publish and declare this to be my Last Will and Testament, in manner and form following, that is to say:

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

FIRST: I give, devise and bequeath all of my property, real. personal and mixed, and wheresoever situate, to my daughter, Barbara Emma Schrader.

SECOND: In the event that I predecease my said daughter before she should attain the age of majority, I hereby appoint and constitute Mrs. Olga H. Sennhenn of Eastport, Maryland, as guardian of my said daughter, Barbara Emma Schrader.

THIRD: I hereby nominate, constitute and appoint Mrs. Olga H. Sennhenn to be the Executrix of this my Last Will and Testament hereby revoking all other Wills and Codicils by me heretofore made. I request that the said Executrix be excused from the obligation of giving bond other than is required by law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this fourth day of February, 1947.

Erich H. Schrader (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testator, Erich H. Schrader, 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, have hereunto subscribed our names as witnesses.

Frank M. Duvall

Samuel J. Macaluso

Leon Boro

ANNE ARUNDEL COUNTY, SS:

On the 17th day of January, 1949, came Olga H. Sennhenn, and made oath in due form of law, that she does not know of any Will or Codicil of Erich H. Schrader late of said County, deceased, other than the above instrument of writing, and that she found the same among the deceased's personal effects in his home. "All parties notified," Testator died on the 9th day of January, 1949.

Sworn to before the subscriber,

Clemence C. Burwell, Deputy

Register of Wills for Anne Arundel

County.

ANNE ARUNDEL COUNTY, SS:

On the 17th day of January, 1949, came Frank M. Duvall and Samuel J.Macaluso subscribing witnesses-to the aforegoing last Will and Testament of Erich H. Schrader 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 that they together with Leon Boro subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before the Subscriber,

Clemence C. Burwell, Deputy 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 Erich H. Schrader, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 20th day of January, 1949, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Erich H. Schrader, deceased.

Owain E. Owens
Judges
Charles G. Hill

THE STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SC:

The Subscriber, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that Letters, Testamentary of all goods, chattels, credits and personal Estate of Erich H. Schrader deceased, was on the 20th day of January in the year of our Lord one thousand nine hundred and forty-nine, granted and committed unto Olga H. Sennhenn the Executrix by the last Will and Testament of the said deceased appointed, and that the above letters are now in full force and effect.

IN TESTAMENT WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 22nd day of August, in the year of our Lord nineteen hundred and forty-nine.

TEST: R. Glenn Prout,

(Court Seal) Register of Wills for Anne Arundel County

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament of Erich H. Schrader, 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 22nd day of August in the year of our Lord, nineteen hundred and forty-nine.

R. Glenn Prout

(ORPHANS COURT SEAL)

Register of Wills for Anne Arundel County

Filed September 7, 1949

"PLAINTIFF'S EXHIBIT NO. " DEED

(INT.REV.STAMPS $6.60) -(MD. STATE STAMP $6.60)

THIS DEED, made this 21st day of April, 1948, by and between Bertha Telfer Baker,also

also known as Bertha Baker Telfer, widow, party of the first part and GRANTOR, and Erich H. Schrader, party of the second part and GRANTEE, both of Anne Arundel County, Maryland, Witnesseth:

THAT for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said Erich H. Schrader, 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, and described as follows:

BEGINNING for the same at an iron pipe in the corner formed by the intersection of the southeasterly side of Severn Avenue with the southwesterly side of Third Street, (formerly Fourth Street), Eastport, and running thence from said point of beginning and along the said westerly side of Third Street, south 24 degrees 00 minutes East, 48.08 feet to a cross cut in the concrete sidewalk; said point being distant north 24 degrees 00 minutes west, 61.92 feet from the end of the second line in the description contained in the deed from Daniel R. Randall and Elizabeth W. Randall, his wife, to James A. Brown, Jr., and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.N.W. No. 32, folio 380. and being dated July 12th,1920: and running thence from said last mentioned point and across the land of the Grantor, South 65 degrees 21 minutes West, 30.12 feet to an iron pipe there set; said last mentioned line being distant 1 foot from and running parallel with the rear line of any existing building; thence north 24 degrees 08 minutes West, 48.28 feet to the southerly side of said Severn Avenue; said last mentioned line being distant 10 feet from and running parallel with the westerly side of said existing building: thence running with said southerly side of Severn Avenue, North 65 degrees 45 minutes East, 30.23 feet to the place of beginning. Containing 1,454 square feet of land, more or less, The bearings in the above description are referred to the magnetic meridian of 1944.

The above described property being at the corner of Third Street and Severn Avenue, Eastport, Maryland.

BEING the same property which was conveyed by James A. Brown, Jr., and Lorraine Brown, his wife, to William Boerstler and Bertha Telfer Baker, as joint tenants by deed dated January 15, 1944, recorded among the Land Records of said County in Liber J.H.H. No. 301, folio 309.

BEING ALSO the same property which was conveyed by William L. Boerstler and wife to Bertha Telfer Baker, by deed dated May 26th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 333, folio 66.

TOGETHER with the buildings and improvements thereon, and all and every the right,alleys, ways, waters, privileges, appurtenances and advantages to the same belonging, or in anywise appertaining.

TO HAVE AND TO HOLD, the said land and premises, above descibed 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 Erich H. Schrader,,his heirs and assigns, forever in fee simple.

AND the said party of the first part covenants that she will warrant specially the property hereby conveyed and granted and that she will execute such other and further assurances of same as may be requisite.

WITNESS the hand and seal of said Grantor.

Test: Henry J. Tarantino. Bertha Baker Telfer , Widow. (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I hereby certify, that on this 21 day of April,1948.before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,personally appeared Bertha Telfer Baker also known as Bertha Baker Telfer, Widow, the above named Grantor and acknowledged the aforegoing Deed to be her act and Deed.

WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) HENRY J. TARANTINO, Notary Public

Recorded April 21st, 1948,at 2-30 P.M.
Filed September 7", 1949

"PLAINTIFF'S EXHIBIT NO. 3" SALE CONTRACT

Received from Harry L. Pinkowski and Elizabeth P. Pinkowski, his wife, of Eastport, Maryland, deposit of One Hundred ($100.00) Dollars to be applied as part payment of the purchase of the following described land:

All that lot, piece or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, in the Village of Eastport, improved by a beer tavern,known and described as Lot 301 Severn Avenue, Eastport, Marvland.

Upon the following terms of sale:

1. Total price of said property is Six Thousand ($6,000.00) Dollars balance of Five Thousand Nine Hundred ($5,900.00) Dollars to be paid upon the execution of a good and valid deed to the said Harry L. Pinkowski and Elizabeth P. Pinkowski, his wife, subject however to a Court Order filed in the Circuit Court for Anne Arundel County approving this transaction on behalf of the infant involved therein.

Taxes, water rent and insurance, if any, and all documentary stamps to be adjusted to the date of transference.

It is also agreed herein that this contract conditioned upon the said Harry L.Pinkowski and Elizabeth P. Pinkowski, his wife, obtaining a transfer of all licenses for the operation of the said property from Olga H. Sennhenn, Executrix of the Estate of Erich H.Schraeder, deceased; the said Erich H. Schraeder having by his Last Will and Testament devised and bequeathed the above mentioned property to his infant daughter, Barbara Schraeder.

We the undersigned hereby ratify, acknowledge and agree to the above memorandum of sale and action to be our contract.

Witness our hands and seals this 2 day of September, 1949,

Harry L. Pinkowski (SEAL)

Elizabeth P. Pinkowski (SEAL)

BARBARA SCHRAEDER

By Olga H. Sennhenn, Guardian of Barbara Schraeder according to the Last Will and Testament of Erich H. Schraeder and subject to the approval of the Court.

TEST:

Henry J. Tarantino

(STATE SEAL) Filed September 7, 1949

"PLAINTIFF'S EXHIBIT NO. 4"

CERTIFIED COPY OF THE REAL ESTATE INVENTORY OF ERICH H. SCHRADER

THE STATE OF MARYLAND

To C. Albert Hodges and George A. Erickson. GREETING:

(See Page 223 for continuation of "Greeting" on page 221,)

. . . . . .

ALLIED BUILDING CREDITS, INC.

BALTIMORE 2, MARYLAND

April 27, 1950

Mr. Henry J. Tarantino,

21 West Street,

Annapolis, Md.

RE: Note 15-13520

Allied Bldg. Credits, Inc.
vs

Erich H. Schrader Estate

Dear Sir:

This is to acknowledge receipt of your check in the amount of $750.84.which represents payment in full on the above account.

Very truly yours,

ESE: jlt

E. S. Egge. Manager,

Not filed.

STATEMENT OF ACCOUNTS

February 23, 1950

between

George E. Rullman, Attorney, and Henry J. Tarantino. Trustee.

No. 9783 Equity- Schrader.

. . . . . .

Re; Property 301 Severn Avenue, Eastport, sold to Harry L. Pinkowski and wife

Selling price,		$6,000.00
Interest from 11/9/49 to date		103.25
Refund 1949 County taxes from 11/9/49 to 12/31.49 ($25.16)	4.19	
Refund 1949 Sanitary Assessment from 11/9/49 to 12/31/49 ($7.23)	1.22	
Less deposit		100.00
Less ½ Federal and State documentary stamps		6.60
Balance due, as per check		6,002.06
	$6,108.66	$6,108.66

"PETITIONER'S EXHIBIT NO. 2"

Allied

$57.26 To Village Tavern-Erich H. Schrader, 301 Severn Ave. East Port,Md.

Dear Sur: Please take notice that we have this day drawn upon you through Farmers National Bank of Annapolis Md, for Fifty-seven and 26/100 Dollars,with instructions to Bank,if our draft is not paid on presentation, to hand our claim to our agent for collection.Please pay draft promptly.

Allyn M. Schiffer Inc..
239 Broadway. New York. N.Y.

Not Filed.

This Is To Authorize You Jointly to appraise the Real Estate of Erich H. Schrader, 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 OWAIN E. OWENS, ESQUIRE

Chief Justice of the Orphans' Court for Anne Arundel County, this 20th day of January, in the year of our Lord one thousand nine hundred and forty-nine.

TEST: R. GLENN PROUT,

Register of Wills for Anne Arundel County.

We, C. Albert Hodges and George A. Erickson do swear that we will and truly, without prejudice or partiality value and appraise the real estate of Erich H. Schrader, late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

C. Albert Hodges)
Appraisers.
Geo. A. Erickson)

I HEREBY CERTIFY, That the aforegoing oath was taken and subscribed to by the said C. Albert Hodges and George A. Erickson before the undersigned Register of Wills of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 20th day of January in the year of our Lord one thousand, nine hundred and forty-nine.

R. Glenn Prout,

Register of Wills, for Anne Arundel County.

A TRUE AND PERFECT INVENTORY of all and singular the Real Estate of Erich H. Schrader late of Anne Arundel County, deceased, appraised by the subscriber C. Albert Hodges and George A. Erickson 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.

Lot 30' X 48' Corner Severn Ave. & Third St.	750.00
Building	2640.00
	$ 3390.00

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Erich H. Schrader deceased, so far as the same has come to our signt and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

WITNESS OUR HANDS AND SEALS this 31st day of January in the year of our Lord one thousand nine hundred and forty-nine.

C. Albert Hodges (SEAL)

Geo. A. Erickson (Seal)

Appraisers

Amount of Inventory as above $ 3390.00

Olga H. Sennhenn Execx.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

BE IT REMEMBERED AND IT IS HEREBY CERTIFIED, That on this 1st day of March in the year of our Lord one thousand, nine hundred and forty-nine personally appeared Olga H.

Sennhenn, Executrix of Erich H. Schrader late of Anne Arundel County, deceased, and made oath in the presence of Almighty God that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Erich H. Schrader, deceased, within the State of Maryland, that has come to her knowledge, and that should she hereafter discover any other Real Estate belonging to the said deceased in said State she will return an additional Inventory thereof.

Sworn to before the Subscriber.

Clemence C. Burwell Deputy,

Register of Wills for Anne Arundel County.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

I, R. Glenn Brout, 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 Real Estate Inventory of Erich H. Schrader late of said County,deceased 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 hereunto subscribe my name and affix the seal of said Court this 22nd day of August in the year of our Lord. nineteen hundred and forty-nine.

R. Glenn Prout,

Register of Wills for Anne Arundel County.

Filed September 7th. 1949

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM WITH ORDER OF COURT THEREON:

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Petition of the Complainant respectively shows unto Your Honor:

1. That the infant respondent, namely Barbara Emma Schrader, has been duly returned summoned, but being a minor she cannot answer and defend this suit for herself, except by Guardian ad litem.

Wherefore your Petitioner prays Your Honors:

a. To appoint a Guardian ad litem to appear and answer for said infant respondent.

b. That leave be granted to the Petitioner herein to take testimony for the purpose of showing the value and quantity of the property to be sold in these proceedings.

AND AS IN DUTY BOUND, ETC.

Henry J. Tarantino,

Solicitor for Plaintiff.

Olga G. Sennhenn, Executrix of the Estate of Erich H.Schrader,Deceased.

Filed October 5, 1949

ORDER OF COURT

Upon the foregoing Petition it is hereby ordered by the Circuit Court for Anne Arundel County, in Equity, this 7th day of October, 1949, that Samuel J.Macaluso, Esq. be and he is hereby appointed Guardian ad litem for Barbara Emma Schrader, infant respondent in the above entitled cause; and it is further ordered that leave be granted to the Petitioner herein, to take testimony of at least two credible witnesses for the purpose of showing the value and quantity of the property to be sold herein in accordance with Article 16, Section 64, of the Annotated Code of Maryland, 1939 Edition.

Benjamin Michaelson,

Judge.

Filed Oct. 7, 1949

J.H.H. No. 67 Equity

ANSWER OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Barbara Emma Schrader, infant respondent, in the above styled case by Samuel J. Macaluso, Guardian ad litem, respectively shows:

1. That he was duly appointed by order of this Honorable Court to the Bill of Complaint of Olga H. Sennhenn, Executrix of the Estate of Erich H. Schrader, Deceased, against her in this Court exhibited.

2. That she is a minor, and in therefore unable to admit or deny the allegations in the said Bill of Complaint, and she submits her rights thereunder to the protection of this Court.

AND AS IN DUTY BOUND, ETC.

S. J. Macaluso.

Guardian ad Litem.

FILED October 13", 1949

ANSWER OF OLGA H. SENNHENN, GUARDIAN, UNDER THE LAST WILL AND TESTAMENT OF ERICH H. SCHRADER, OF BARBARA EMMA SCHRADER, INFANT.

The answer of Olga H. Sennhenn, Guardian, under the Last Will and Testament of Erich H. Schrader, of Barbara Emma Schrader, infant, to the Bill of Complaint exhibited against her respectively shows unto Your Honors:

1. That she admits the allegations contained in Paragraph 1 of said Bill of Complaint.
2. That she admits the allegations set forth in Paragraph 2, of said Bill of Complaint.
3. That she admits the allegations set forth in Paragraph 3 of said Bill of Complaint.
4. That she admits the allegations set forth in Paragraph 4 of said Bill of Complaint.
5. That she admits the allegations set forth in Paragraph 5 of said Bill of Complaint.
6. That she admits the allegations set forth in Paragraph 6 of said Bill of Complaint.

Having fully answered the said Bill of Complaint filed against her as far as she ahs been advised, your respondent asks that this case be dismissed with costs.

AND as in duty bound, etc.

Olga H. Sennhenn, Guardian under the Last Will and Testament of Erich H.Schrader, of Barbara Emma Schrader, Infant.

FILED October 13", 1949

TESTIMONY ON BEHALF OF PLAINTIFF.

4

PRESENT:

Mr. Henry J. Tarantino, Solicitor for Plaintiff.

Mr. Samuel J. Macaluso, Guardian-ad-Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

Olga H. Sennhenn .....2 to 5

George A. Erickson,..... 6 to 7

Charles A. Hodges,..... 8 to 9

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

JDS.....$5.00
JSS.....$8.00

Olga H. Sennhenn, a witness of lawful age, being first dulu sworn, deposes and says:- (Tarantino)

1. State your name and residence?

A. Olga H. Sennhenn, 203 Chesapeake ave.,Eastport, Md.

2. You were named as Executrix in the Last Will and Testament of Eric H.Schrader?

A. I was.

3. Has that Will been probated in the Orphans Court for Anne Arundel County?

A. It has.

4. No final administration has been filed as yet?

A. That's true.

5. You were also named as Guardian of Barbara Emma Schrader, infant daughter of the deceased?

A. I am.

6. I show you this document and ask you to identify it?

A. That's the Last Will and Testament of Eric H. Schrader.

°°°°Same now offered as Exa. Exh. A same being filed with the Bill of Complaint as Exh. 1.

7. To whom did he leave his property by that last will and testament.

A. To his daughter Barbara Emma Schrader.

8. How old is she?

A. Five years old.

9. What does his entire estate consist of?

A. The boat, a tavern and a car.

10. What does the real estate consist of?

A. The tavern located on the corner of Third avenue and Severn ave.,in Eastport.

11. Can it be more accurately described by you?

A. A one story building, has one room and a store room, two lavatories.

12. Do you know where Eric H.Schrader obtained this property, who sold it to him?

A. Bertha T. Baker.

13. I show you this document and ask you to identify it?

A. That's the deed to the real estate which consists of the tavern located in Eastport.

°°°°°Filed as Exam. Exh. B

14. Is there any other real estate?

A. No.

15. Have you sold any of the personal estate?

A. I have, I sold the car under Order of the Orphans Court, for $500.

16. Have you sold the boat?

A. No.

17. Have you made any effort to sell it?

A. I have.

18. Have there been any dentors claims filed in the Orphans Court against this estate?

A. There have been.

19. What is the total amount of debts filed in the Orphans Court in the estate of Eric H. Schrader that you know of?

A. $1934 and some few dollars, and there may be others to be filed.

20- Do you have any cash on hand to take care of these debts?

A. Not enough.

21- You are asking the Court of Equity to allow you to sell the real estate in order to pay the debts filed against the estate?

A. That's right.

22. Have you entered into any Contract of Sale to sell this real estate involved in these proceedings?

A. I have.

23. With whom did you enter into a Contract?

A. Harry L. Pinkowski and Elizabeth P. Pinkowski his wife.

24. Is this the Contract of Sale?

A. It is.

25. For how much did you enter into the Contract of Sale for?

A. $6,000.

26. How much has been paid down?

A. $100.

°°°°Contract filed as Exam. Exh. C.

27. Do you believe it to be to the best interest of the infant named in the will that this real estate be sold for $6000?

A. I do.

28. Is the mentioned Contract price of $6,000 greater than the appraised value of the real estate filed in the Orphans Court?

A. It is.

29. Do you recall what that appraisement was filed in the Orphans Court?

A. $3,390.

30. You are asking that the Court ratify the Contract of Sale is that true?

A. That's true.

31. And that a Trustee be appointed to effectuate a transfer of title to the purchaser?

A. That's right.

32. At the time you filed this Bill of Complaint on September 7th this property was unoccupied, is that true?

A. That's true.

33. It was in need of repair at that time?

A. It was.

34. It was unproductive and you were receiving no income at all from it?

A. That's right.

35. Is it unoccupied at the present time?

A. No.

36. Who is in there now?

A. Harry L. Pinkowski, he is renting it as a tavern.

37. You are not receiving any rent from him at this time?

A. No, I am not.

38. What do you intend to do with any proceeds left over after the clearing of the estate of debts?

A. The money is to be turned over to the infant daughter and invested in a producing in-

come of some kind.

39. I show you these several consents of creditors as to the sale of the property herein, do you recognize those?

A. Yes, the sale was consented to by these parties.

°°°°Filed with the Examiner as Exhibits D-E-F.

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

A. No.

Olga H. Sennhenn, Exerx .

Mr. George A.Erickson,a witness of lawful age, being first duly sworn,deposes and says:

(Tarantino)

1. State your name and occupation?

A. George A. Erickson, Tax Assessor for Anne Arundel County.

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

A. Yes.

3. How long have you been engaged as such?

A. As Tax Assessor for five and a half years, and buying and selling real estate on my own for twenty-five years.

4. Are you familiar with property values in Anne Arundel County, and more particularly in Eastport?

A. I am familiar with property values.

5. Are you familiar with the improved real estate on the corner of Severn avenue and Third Street in Eastport?

A. That's right.

6. Did you have occasion to appraise this property?

A. Yes I did.

7. What was the occasion for your appraising this real estate?

A. In the matter of the Estate of Eric H. Schrader. I made the appraisal with Mr. Hodges.

8. I show you this document and ask you to identify that?

A. That's my report to the Orphans Court of the real estate inventory, the building and land, appraised for $3390, that was made on or about January 31st, 1949.

9. Would you call that more or less present day valuation?

A. No. I think probably has depreciated since that time.

10. You just heard the witness testify, Mrs. Sennhenn?

A. I heard it, yes.

11. Did you hear where she said she had entered into a Contract of Sale to sell this property for $6,000.?

A. Yes.

12. Is that a fair and reasonable price for that property?

A. It is very fair.

13. Do you believe that the sale of this property for $6.000 would be for the best interest and benefit of the infant child named in the Will?

A. Yes I do.

14. Describe that real estate at the time of your appraisement?

A. It is a frame building, one story, very cheap construction the measurements

were actually taken in the Report and recited therein, it was not in good condition at the time.

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

A. No.

Geo. A. Erickson

Charles A. Hodges, a witness of lawful age, being first duly sworn, deposes and says: (Tarantino)

1. State your name and address?

A. Charles A. Hodges, 6 Revell St., Annapolis, Md.

2. What is your occupation?

A. Real Estate Broker and Tax Assesor.

3. How long have you been engaged in the business of Tax Assesor. How long in the Real Estate Business?

A. Seventeen years.

4. Are you familiar with property values in and around Anne Arundel County, with special reference to Eastport?

A. I am.

5. Do you know the particular property mentioned herein?

A. Yes.

6. Did you have occasion to appraise this property herein mentioned?

A. I did, at the request of the Orphans Court to appraise the estate of Eric H.Schrader.

7. Will you tell us what the Schrader property consists of?

A. A lot at the corner of 3rd street and Severn avenue improved by a one room building, very cheap construction, one large room with small addition at the back and a couple of toilets.

8. Do you recall your appraisement figure at the time?

A. $3390.

9. You heard the lady just testify that she had entered into a Contract of Sale of this property to Mr. and Mrs. Pinkowski? The price was $6,000?

A. Yes.

10. Do you believe this Contract figure of $6.000 to be a good price?

A. A very good price I would say.

11. Do you believe it would be to the best interest and advantage and benefit of the infant child mentioned in the will, to sell this property at that fiture?

A. I do.

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

A. No.

C. Albert Hodges.

Exhibits D, E. F. FILED WITH TESTIMONY.

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 27th day of October. 1949.

Jno. S. Strahorn. (Seal)

Examiner

Filed October 27, 1949

J.H.H. No. 67 Equity

D E C R E E .

This cause standing ready for hearing and having been submitted on Bill. Answer and Testimony, and all of the proceedings having been read and considered:

It is thereupon ADJUDGED, ORDERED and DECREED, this 9th day of November. in the year one thousand nine hundred forty-nine, by the Circuit Court for Anne Arundel County, sitting in Equity, that the real property and land mentioned IN THESE PROCEEDINGS and described in said Agreement of Sale and Purchase be sold accordingly. And it is further Adjudged, Ordered and Decreed that the aforesaid Agreement of Sale and Purchase as filed herein as Plaintiff Examiner's Exhibit "C", be and the same is hereby ratified, confirmed and approved; and that Henry J. Tarantino be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchasers Harry L. Pinkowski and Elizabeth P. Pinkowski, his wife, and the said Henry J. Tarantino upon payment of the whole purchase money mentioned in said Agreement, but not before, as Trustee aforesaid, shall, by a good and sufficient deed to be executed and acknowledged by him as said Trustee, convey to the said Harry L. Pinkowski and Elizabeth P. Pinkowski, his wife, as tenants by the entireties, their heirs and assigns, the property and land mentioned in said Agreement, free, clear and discharged from all claims of the parties hereto both plaintiff and defendants, and those claiming by, thru, from or under them, or any of them, in accordance with the terms and conditions of said Agreement of Sale and Purchase; and after receiving the same, the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court after deducting therefrom the Court costs of these proceedings and such commissions as may be allowed the said Trustee by this Court in consideration of the performance of his duties as such Trustee; and said Henry J. Tarantino, Trustee, aforesaid, is hereby required to file in this Court a bond with Surety in the penalty of $6000.00 , with Corporate Surety, to be approved by this Court of the Clerk thereof.

Benjamin Michaelson.

Judge.

Filed November 9th, 1949

AMERICAN SURETY COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS, That we, HENRY J. TARANTINO of ANNAPOLIS,MARYLAND. as Principal, and the AMERICAN SURETY COMPANY OF NEW YORK,a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND ($6000.00) 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 our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 9th day of November, in the year of our Lord Nineteen Hundred and Forty-Nine.

WHEREAS, the above bounden, HENRY J. TARANTINO, by virtue of a decree of the Honorable Judge of the Circuit Court has been appointed trustee to sell REAL ESTATE, mentioned in the proceedings in the case of: OLGA H.SENNHENN, Executrix of the ESTATE OF ERICH H. SCHRADER, deceased vs. OLGA H. SENNHENN, Guardian of BARBARA EMMA SCHRADER, Infant, now pending in said Court. Equity No. 9783.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden

HENRY J. TARANTINO, 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
Alverda D. Lauer
Witness: (CORPORATE SEAL)
Charlotte M. Dudrow

Henry J. Tarantino, (SEAL)
AMERICAN SURETY CO. OF NEW YORK
By Thomas G. Basil
Attorney in fact.

This bond approved this 10" day of November , 1949

John H. Hopkins, 3rd, Clerk, of Court
for Anne Arundel County. Md.

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Henry J. Tarantino, Trustee, appointed by a Decree of this Honorable Court, passed in the above entitled cause, dated the 9th day of November, 1949, to consumate the sale mentioned in these proceedings, respectfully shows:

(1) That after giving bond for security for the faithful performance of his trust, and after having complied with all of the other prerequisites, as required by law and the said Decree, he did, on the 23rd day of February, 1950, consummate said sale in accordance with the terms of said contract of sale, filed in said proceedings, and received from George E. Rullman, Attorney, for Harry L. Pinkowski and Elizabeth P. Pinkowski, his wife, purchasers, the balance of said purchase money, namely $5,900.00 and interest from date of Decree in the amount of $193.25, together with refund on 1949 RealnEstate Taxes in the amount of $4.19. and refund on 1949 Sanitary Assessment in the amount of $1.22. less the down payment of $100.00 mentioned in the Contract of Sale having heretofore been received, and one-half of documentary stamps in the amount of $6.60.

May it please this Honorable Court to pass an order, directing the Auditor to state an Account and allow him the usual commissions in accordance with the Equity Rules of this Honorable Court.

Respectfully submitted,
Henry J. Tarantino,
Trustee.

FILED February 24", 1950.

ORDER OF COURT

Upon the aforegoing Report, it is this 24th day of February, 1950, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Auditor be, and she is hereby directed to state an Account of the proceedings of Henry J. Tarantino, Trustee aforesaid, allowing him the usual commissions as set forth in the Equity Rules of this Court.

Benjamin Michaelson,
Judge.

Filed February 24", 1950.

PETITION, CLAIMS AND ORDER OF COURT.

TO THE HONORABLE, JUDGES OF SAID COURT:

The petition of Henry J. Tarantino, Trustee, respectfully states:

(1) That on March 14, 1950, the first and final account of Olga H.Sennhenn, Executrix of the Estate of Erich H. Schrader, was passed by the Orphans' Court for Anne Arundel County, and the said account among other things states that there are three remaining creditors to be satisfied, in the amounts as stated therein. A certified copy of said Executrix's first and final account is filed herewith and marked "Petitioner's Exhibit No. 1", and prayed it be taken as a part hereof.

(2) That the personal estate as shown in the aforesaid account, was not sufficient to satisfy the remaining claims and that it becomes necessary to pay said claims out and from the Auditor's account to be stated herein. The said three claims are filed herewith and marked "Petitioner's Exhibit No. 2", and prayed to be taken as a part hereof.

May it please this Honorable Court to pass an order directing the Auditor to state an account and allow payment of the aforesaid mentioned claims.

AND AS in duty bound, etc.

Henry J. Tarantino. Trustee.

Filed March 15, 1950.

"PETITIONER'S EXHIBIT 1"

FIRST AND FINAL ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The first and final account of Olga H. Sennhenn, Executrix of the Estate of Erich H. Schrader, late of Anne Arundel County.

The Accountant charges herself with the Account of the Inventory, as follows:

Cash on hand	$ 632.83	$
Sale of Automobile (order of Court)	500.00	
Sale of Boat (Order of Court)	1,000.00	
Public telephone receipt	16.86	
Collector of Debts	33.58	
Receipts of business for Feb, 1949	100.00	
Balance Annapolis Banking & Tr. Co.,	45.23	
Real Estate (See Equity No.9783), consisting of taverb abd equipment		2328.50

And she craves allowances for the following disbursements :

Orphans' Court's Costs	30.10
Appraisers' fee	25.00
Checking Account Service	1.00
Mail-Me-Monday Services	80.00
Wages paid to Employee	25.46
Wages paid to Employee	7.00
Federal Malt Stamp	14.00
Federal Income Tax	262.98
Withholding Tax	50.70
Maryland Unemployment Tax	18.92
Retail Sales Tax	23.75
Book Club Debt	9.04
Gas and Electric Co.	73.45
Capital City Cleaners	12.55
Finance Company of America	60.20

Part payment Allied Bldg.		$ 22.56	$
Federal Tax		6.00	
John Taylor (Funeral)		442.00	
Notice to Creditors		5.00	
Realty Tax 1949 and interest		25.40	
Beer License fee		110.00	
Traders License fee		15.50	
County Personal Property Tax 1949		78.09	
Sanitary Commission		54.63	
Fire Insurance		71.09	
Attorney fees, H. J. Tarantino		200.00	
Executrix's Commission	$ 232.85		
Less: Tax on Commission	23.29		
Executrix's Commission		209.56	
State Tax on Commission		23.29	
Payment on Ralph Campbell indebtedness		371.23	2328.50

Following claims are filed and submitted in Equity Case No. 9783 (Circuit Court for Anne Arundel County) for payment in Auditor's Account:-

Allied Building Credits, Inc.		$ 750.84
Brown and Bigelow		56.42
Ralph E. Campbell and Helen Campbell	$1065.00	
Less: Payment on Ralph E. Campbell and wife debt in above account	371.23	693.77
		$1501.03

Respectfully submitted,

Olga H. Sennhenn, Executrix

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 10th day of March, 1950, before me the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Olga H. Sennhenn, Executrix of the Estate of Erich H. Schrader, and made oath in due form of law that the above stated account is true to the best of her knowledge, information and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Henry J. Tarantino, Notary Public.

Passed by the Court this 14" day of March, 1950.

Judges: Charles G. Hill

George C. Schmidt

True Copy, Test:

R. Glenn Prout,

Register of Wills for Anne Arundel County,

By Clemence C. Burwell, Deputy

(COURT SEAL)

Filed March 15, 1950

"PLAINTIFF'S EXHIBIT 2"

Claim of Ralph E. Campbell

and

Helene Campbell

To amount due on Note of Erich H. Schrader, Maker

To Note dated March 16, 1948		$2,000.00
Less payment June 16, 1948	$1.000.00	
Balance due on note		$1.000.00
Interest on $2,000.00 June to June 16/48	30.00	
Interest on $1,000.00 to January 16/49	35.00	65.00
		$1 065.00

NOTE

@ 6% $2,000.00 Annapolis, Md., March 16, 1948

After date,I we, or either of us,jointly and severally promise to pay to Ralph E. Campbell or Helene Campbell or order the sum of Two Thousand Dollars, for value received, with interest from date, hereby waiving the benefit of all exemption and stay laws; and also protest, and agree in default of payment of this note when it becomes due,to pay ten per cent attorney's fees for collection.

And, I, we, or either of us, hereby jointly and severally authorize the Clerk of the Circuit Court or any Justice of the Peace for Anne Arundel County, Maryland. to enter, or any Attorney of any Court of Record to appear for us, or either of us, and in my or our name or names to confess judgment at, or after maturity for the above sum, interest and costs and said attorney's fees.

Erich H. Schrader (SEAL)

Blanch A. Schrader (Seal)

4

Copy.

To Balance on Note Plus-interest to January 16, 1949 $1065.00

STATE OF MARYLAND)
ANNE ARUNDEL CO.) ss

On the 31st day of January one thousand nine hundred and Forty Nine.before me, the subscriber,Register of Wills for said County. personally appeared Ralph E. Campbell and made oath in due form of law that the foregoing Balance on Note is just and true; and that to the best of his knowledge and belief no part of the money intended to be secured by said instrument has been received, or any security or satisfaction given for the same, except what (if any) is credited.

Sworn before

Alice L. Wood,

(Notarial Seal)

Notary Public for Anne Arundel Countu.

(See back of note, in pencil)

Filed March 15, 1950

"PETITIONER'S EXHIBIT 2"

ALLIED BUILDING CREDITS, INC.

April 19, 1949

To Whom It May Concern:

Re: Schrader,Erich H. Note 15-13520

Balance Owing: $750.84

This is to certify that at the time of Mr. E H. Schrader's death the deceased owed Allied Building Credits, Inc. $750.84

Very truly yours,

E. S. Egge. Manager

ESS:jli

(State Seal)

STATE OF MARYLAND BALTIMORE CITY, TO WIT:

On the 20th day of April,A.D.,1949, before me, the subscriber, a Notary Public for the said City, personally appeared E. S. Egge, Assistant Vice-President, Allied Building Credits Inc. and made oath, in due form of law, that he believes the goods, wares, merchandise, effects and chattels, charged in the annexed account were bona fide delivered as charged and that Allied Building Credits, Inc., has not,nor hath any person for him, to his knowledge and belief, received any payment or satisfaction for the articles charged more than credit is duly given for in and appearing upon said account. nor has it received any security for the same; and that the amount charged and claimed is justly due according to the best of his knowledge and belief.

And on the 20th day of April,A.D., 1949, also personally appeared J.A.Fink, Collection Manager of Allied Building Credits Inc. and made oath in due form, that the goods,wares, merchandise, effects and chattels charged in the annexed account, were sold and delivered as charged to the said Erich H. Schrader, and at the prices therein charged, and that the said Erich H. Schrader assumed to pay for the same.

Sworn before me this 20th day of April, 1949.

(Notarial Seal) Dorothy L. London, Notary Public

Filed March 15, 1950.

ORDER OF COURT

Upon the aforegoing petition and exhibits filed herewith, it_ this 16th day of March, 1950, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Auditor be, and she is hereby, directed, in stating her account in this case, to allow the aforesaid claims of the unpaid creditors of Erich H. Schrader, deceased, as set forth in the First and Final Account of the Executrix, out of the surplus proceeds of sale herein.

Benjamin Michaelson.

Judge.

Filed March 16", 1950

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. March 20, 1950.

All of which is respectfully submitted.

LAURA R. JICKLING. Auditor

Dr. Olga H. Sennhenn, Executrix of the Estate of Erich H. Schrader, deceased, Vs. Olga H.Sennhenn,Guardian of Barbara Emma Schrader, Infant, et al

		in ac.
To Trustee for Commissions, viz:	213.10	213.10
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	25.25	
Chas. M. Russell-Sheriff's costs	2.50	
Samuel J. Macaluso-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	18.00	72.75
To Trustee for Expenses, viz:		

Capital-Gazette Press-Order nisi (acct).		5.00	
American Surety Co.of N.Y.bond premium		24.00	
Clerk of Court- certified copy of deed		1.50	
One-half Federal revenue stamps		3.30	
One-half State revenue stamps		3.30	37.10
To Trustee for Claims Filed,as per Order of			
Court dated 3/16/50, viz:			
Allied Building Credits Co.		750.84	
Brown & Bigelow		56.42	
Ralph E. Campbell and Helene Campbell		693.77	
balance due as shown by Executrix's acct.			1,501.03
BALANCE FOR DISTRIBUTION-	$4,284.68		
Distributed as follows, viz:			
To Barbara Emma Schrader, devisee of			
Erich H. Schrader-	$4,284.68		
LESS 1% direct inheritance tax	42.85	4,241.83	
R. Glenn Prout, Register of Wills-			
direct inheritance tax, as above		42.85	4,284.68
			6,108.66

WITH Henry J. Tarantino, Trustee Cr.

1949			
Nov. 9	Proceeds of Sale (Contract dated 9/2/49)	6,000.00	
	Interest on deferred payment in lieu of rent	103.25	6,103.25
	Refund 1949 State and County taxes		
	($25.40 adjusted to 11/9/49)	4.19	
	Refund 1949 water main and sewer benefit		
	charge ($7.23-adjusted to 11/9/49)	1.22	5.41
			6,108.66

Filed March 20", 1950

ORDER NISI

ORDERED, This 20" day of March, 1950, 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 April next; Provided a copy of this Order be inserted in some newapsper published in Anne Arundel County.once in each of three successive weeks before the 24" day of April next.

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

John H. Hopkins, 3rd., Clerk.

Filed 24th April, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 18, 1950

WE hereby certify, that the annexed Order Nisi-Eq.,#9783 Auditor's Account Estate of Erich H.Schrader 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 April, 1950. The first inserting being made the 22nd day of March, 1950.

No.

Mg. 5336

THE CAPITAL-GAZETTE PRESS, INC..

By R. L. Brown,

Filed April 25, 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 25th 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,

Judge.

Filed April 25, 1950.

IN THE MATTER OF THE PETITION	:	EQUITY NO. 9941
OF	:	IN THE CIRCUIT COURT
HENRY FRANK SIEKIERSKI.	:	FOR
	:	ANNE ARUNDEL COUNTY

. . . . . .

PETITION TO CHANGE NAME

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Henry Frank Siekierski by John Demyan, Jr.. his Solicitor, respectfully represents:

1. That he resides at 4025 Bellegrove Road, Anne Arundel County, State of Maryland; and is thirty (30) years of age; and he has no outstanding creditors.

2. That he desires that his name, Henry Frank Siekierski shall be changed to Henry Frank Sacker, for the reason that the name which he bears is more euphonious than the name which he now bears; that he used the name of Henry Frank Sacker during the entire time he attended school; that he is known by all of his friends and neighbors as Henry Frank Sacker; and as he is about to marry, that he is under obligations also to consider the taste of other persons.

Your Petitioner therefore prays that his name be changed to Henry Frank Sacker.

John Demyan, Jr.,

Henry Frank Siekierski. Solicitor for Plaintiff.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of April, 1950; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Henry Frank Siekierski, and he made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman,

(Notarial Seal) Notary Public.

Filed April 27", 1950

BIRTH CERTIFICATE

M A R Y L A N D

STATE DEPARTMENT OF HEALTH BUREAU OF VITAL STATISTICS

BIRTH REGISTRATION NOTICE

This certifies that a certificate of birth has been filed with the State Registrar of Vital Statistics under the name of Henry Frank Siekierski, sex Male born on April 18, 1920, at Nr. Harmans County of Anne Arundel, Maryland.

Name of father Andy Siekierski; Maiden name of mother Sophie Kosiba. Date filed April 26, 1920, m

R. H. Riley,

Registrar of Vital Statistics.

Filed April 27", 1950.

D E C R E E

Upon consideration of the aforegoing Petition and Affidavit, it is this 27th day of April, 1950, by the Circuit Court for Anne Arundel County sitting in Equity.ADJUDGED ORDERED AND DECREED, that the name of Henry Frank Siekierski, residing at 4025 Bellegrove Road, Anne Arundel County, State of Maryland, be and it is hereby changed from Henry Frank Siekierski to Henry Frank Sacker as is prayed in said Petition, and that the said Petitioner pay the costs of these proceedings to be taxed by the Clerk.

Benjamin Michaelson.

JUDGE.

Filed April 27, 1950

Cornelius Van Dyke	:	
and Rose Van Dyke, his wife,	:	No. 9809 Equity
vs	:	
Mrs. Martha Myers,	:	In
c/o Sydenhem Hospital Baltimore, Maryland, and all persons having or claiming to have any interest in Lots 21 and 22, Block B, as designated on the Plat of	:	The Circuit Court
	:	for
	:	Anne Arundel County.
Arundel Manor.	:	

: : : : : : : :

: : : : : : :

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

The plaintiffs, complaining, say:

1. That on or about the 14th day of October, 1947, the Certificate of Tax Sale attached hereto was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, said Certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

All those certain lots of ground situate in the Fifth Election District of Anne Arundel County and designated as Lots Nos. 21 and 22 in Block B as shown on the Plat of Arundel Manor recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 1, folio 350, Section 4. Being the identical lots of ground described less particularly in the Collector's Certificate. On October 14, 1947, the date of the Collector's Sale, the lots of ground described above were assessed to Mrs. Bertha Myers and

were, in fact, owned by her on that date. According to the Land Records of Anne Arundel County, the Equity Records and the records in the Orphans Court for Anne Arundel County, the title to said properties are still vested in said person, subject to the tax sale mentioned in said Certificate.

3. That said property has not been redeemed by any party in interest, although more than one year and one day from the date of the sale has expired.

4. The plaintiffs pray for process directed to Mrs. Martha Myers, whose last known address was Sydenham Hospital, Baltimore, Maryland; a copy of this Bill of Complaint has been mailed to the aforesaid defendant at the aforesaid address.

5. The plaintiffs pray for an order of publication directed to all parties in interest in the hereinbefore described property.

6. Attached hereto as Exhibit "A" is the aforesaid Certificate of Tax Sale No. 659.

7. That to redeem the properties, it is necessary for the defendants to pay the sum of $11.39, with interest from October 14, 1947, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the plaintiffs, and any reimbursement due the Plaintiffs under Section 90-J and 90-K of the Annotated Code ofMaryland.

8. The plaintiffs pray the Court to pass a final decree foreclosing all rights of redemption of the defendants in and to the property described herein.

And as in duty bound, etc.

John H. Hopkins, 1V,

Solicitor for Plaintiffs
15 School St, Annapolis, Md.

Cornelius Van Dyke

Rose Van Dyke

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 10th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Cornelius Van Dyke and Rose Van Dyke, his wife, plaintiffs in the aforegoing cause, and they made oath in due form of law that the matters and things set forth in the aforegoing BILL OF COMPLAINT are true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Thelma J. Henderson, (SEAL)

(Notarial Seal) Notary Public.

Filed October 13, 1949

CERTIFICATE OF TAX SALE.
(DUPLICATE)

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1947, I sold to Cornelius and Rose Van Dyke, Baltimore, Md. at public auction for the sum of 13.00 Dollars and No/100 Cents, of which 11.39 Dollars has been paid the property 5th District, 501 East Barney St.,described as 5-29506 - Lots 21-22 Blk B as shown on the plat of Arundel Manor A.A.Co, and assessed to Mrs. Martha Myers.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together ~~with~~ interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of theActs of 1943, and Act amendatory thereof. The balance due on account of the purchase price and all taxes,together with interest and penalties thereon accruing subsequent to the date of sale, must be paid

to the Collector before a deed can be delivered to the purchaser. After October 15, 1948 a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14th day of October, 1947.

JOSEPH H. GRISCUM. SR.. C.J.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct;

I hereby certify, that on this 14th day of October, 1947, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared Joseph H. Griscom, Sr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

William B. Clatanoff,
Notary Public

(Notarial Seal)

My Commission Expires May 1949.

Filed Oct. 13", 1949

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County. sold by the Collector of Taxes for Anne Arundel County, and the State of Maryland, to the Plaintiffs in this proceeding:

Lots Nos. 21 and 22 in Block B as shown on the Plat of Arundel Manor. Fifth Election District, Anne Arundel County, Maryland. as designated on Plat recorded in Liber W.N.W. No. 1, folio 350, Section 4, of the Plat Records of Anne Arundel County.

The bill states among other things, that the amounts necessary for redemption. have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 13" day of October, 1949, by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks, warning all persons interested in said property to be and appear in this Court by the 23" day of December. 1949, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiffs a title, free and clear of all encumbrances.

John H. Hopkins. 3rd, Clerk.

Filed October 13", 1949

PETITION

To the Honorable, the Judges of said Court:

The petition of the plaintiffs by their solicitor, John H. Hopkins.IV. respectfully represents:

1. That the summons duly issued in this cause, against the defendant, Mrs.

Martha Myers, was returned marked "mortuus est".

2. That your petitioners caused a copy of the bill of complaint in this cause to be mailed to the last known address of the defendant by registered mail, return receipt requested, and said letter was returned marked "Deceased".

3. That your petitioners do not know the names or addresses of the heirs at law of said defendant or have they any way of ascertaining same.

WHEREFORE your petitioners pray for an order of publication directed to the Heirs at Law, both known and unknown, of the said defendant, Mrs. Martha Myers, and all other persons who may have an interest in the property which is the subject matter of these proceedings, warning them to be and appear in this Court on or before a certain day to be named therein and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vest in the plaintiffs a title free and clear of all encumbrances.

And as in duty bound, etc.

John H. Hopkins, IV,

Solicitor for Plaintiffs.

Filed December 28", 1949

ORDER OF COURT

Upon the foregoing petition it is this 28th day of December, 1949, ordered by the Circuit Court for Anne Arundel County, in Equity, that an order of publication issue directed to the heirs, known and unknown, of the defendant, Mrs. Martha Myers, and all other persons who may have any interest in the property which is the subject matter of these proceedings, warning them to be and appear in this Court on or before the 15th day of March, 1950, and redeem the property and answer the bill of complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vest in the plaintiffs a title free and clear of all encumbrances,

Benjamin Michaelson,

Judge.

Filed December 28, 1949.

ORDER OF PUBLICATION

The onject of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County, and the State of Maryland, to the Plaintiffs in this proceeding:

Lots Nos. 21 and 22 in Block B as shown on the Plat of Arundel Manor. Fifth Election District, Anne Arundel County, Md., as designated on Plat recorded in Liber W.N.W. No. 1, folio 350, Section 4, of the Plat Records of Anne Arundel County.

The bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 28th day of December, 1949, by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks, warning all persons interested in said property to be and appear in this Court by the 15th day of March, 1950, and redeem the property and answer the bill of complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiffs a title, free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk.

Filed Dec.28,1949

J.H.H. No. 67 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md.. Nov. 11. 1949.

We hereby certify, that the annexed Order of Publication Eq. #9809 Cornelius Van Dyke 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, 1949. The first insertion being made the 19th day of October, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 7611. BY R. L. Brown

Filed December 29, 1949

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County, and the State of Maryland , to the Plaintiffs in this proceeding:

Lots Nos. 21 and 22 in Block B as shown on the Plat of Arundel Manor, Fifth Election District, Anne Arundel County, Md.. as designated on Plat recorded in Liber W.N.W. No. 1, folio 350, Section 4, of the Plat Records of Anne Arundel County.

The bill states among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 28th day of December, 1949, by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having circulation in Anne Arundel County once a week for four (4) successive weeks, warning all persons interested in said property to be and appear in this Court by the 15th day of March, 1950, and redeem the property and answer the bill of complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiffs a title, free and clear of all encumbrances.

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

John H. Hopkins, 3rd, Clerk.

Filed 29 December, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 27,1950.

We hereby certify, that the annexed Order of Publication No. Eq., 9809- Cornelius Van Dyke was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Marvland once a week for 4 successive weeks before the 26th day of January, 1950. The first insertion being made the 4th day of January, 1950.

THE CAPITAL-GAZETTE PRESS. INC.,

No. MG 6886 By R. L. Brown.

Not filed.

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

John H. Hopkins, IV, solicitor for the plaintiffs herein, does hereby certify that on the 15th day of October, 1949, he caused a copy of the Bill of Complaint in

the above entitled case to be mailed by Registered Mail, Return Receipt Requested, to the Defendant named in this case, at her last known post office address according to the records of the Bureau of Assessments of Anne Arundel County.

He further certified that the return from the aforementioned Registered Letter was as follows:

(a) On October 18, 1949, the letter addressed to Mrs. Martha Myers, c/o Svdenham Hospital, Baltimore, Marvland, was returned marked "Deceased".

He further certifies that he does not have any other address for the said defendant, nor does he know the names or addresses of the heirs of the said defendant, nor has he any way of ascertaining same.

John H. Hopkins, IV,

Solicitor for Plaintiffs.

SUBSCRIBED and sworn to, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, this 17th day of March, 1950.

Katharine H. McCutchan,

(Notarial Seal) Notary Public

Filed March 17th, 1950

-DECREE PRO CONFESSO

-It appearing from the proceedings in this cause that the Orders of Publication heretofore issued therein have been duly published in the Maryland Gazette, a newspaper printed and published in Annapolis, Anne Arundel County, Marvland, and the defendant, Mrs. Martha Myers, her heirs at law or other persons claiming to have any interest in the property which is the subject matter of these proceedings, having failed to appear either in person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon this 17th day of March, 1950, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that said Bill of Complaint be, and the same is hereby taken pro confesso against the said defendant, Mrs. Martha Myers, her heirs at law both known and unknown and all other persons having or claiming to have any interest in the property which is the subject matter of these proceedings.

BENJAMIN MICHAELSON,

Judge.

Filed March 17, 1950

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89-I to 90-P, of Article 81 of the Annotated Code of Maryland,

It is, thereupon, this 18th day of April, 1950, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the defendants, or of anyone claiming by, through or under them, in and to the property described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the plaintiffs for the non-payment of taxes, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free

and clear of all alienations and descents occurring prior to this decree, as well as all encumberance thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same are subject) are hereby vested in the plaintiffs.

3. That, upon the payment of the balances, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the plaintiffs.

4. That the plaintiffs shall pay the costs of this proceeding.

Benjamin Michaelson,

Judge.

Filed April 18", 1950.

SARAH NELLIE DONALDSON Donaldson Avenue, Severn, Anne Arundel County, Plaintiff. vs HOWARD DONALDSON AND MAY ESTELLA DONALDSON, his wife, Donaldson Avenue, Severn, Anne Arundel County, Defendants.	:	No. 9760 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

BILL OF COMPLAINT

The Plaintiff Sarah Nellie Donaldson, by Milton Leven and Noah A. Hillman, her Solicitors, respectfully shows:

1. That David F. Donaldson and Margaret E. Donaldson, his wife, during their lifetime, conveyed 64 8/10 acres of land located in the Fourth Election District of Anne Arundel County, one-half undivided interest to the defendants as tenants by the entireties and one-half undivided interest to Paul Donaldson and Georgianna Donaldson, his wife as tenants by the entireties, in fee simple. The Deed is dated March 12, 1926, and is recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 19, folio 405. A certified copy is filed herewith as Plaintiff's Exhibit " A " and she prays that it be taken as a part hereof.

2. That the said Georgianna Donaldson died, thereby vesting a one-half undivided interest in the real estate in Paul Donaldson.

3. That the plaintiff intermarried with said Paul Donaldson June 18, 1938.

4. That the plaintiff and her husband Paul Donaldson conveyed several tracts of land unto Bruner R. Anderson, as Trustee, by Deed dated January 23, 1939 for the purpose of having him reconvey same unto them as tenants by the entireties. The second of said lots being all that one-half undivided interest which was conveyed to the said Paul Donaldson and his then wife, Georgianna Donaldson. This Deed, recorded in Liber J.H.H. No. 194, folio 296 is filed herewith as Plaintiff's Exhibit " B " and as part hereof.

5. That the said Bruner R. Anderson, Trustee conveyed unto the plaintiff and her husband Paul Donaldson the aforesaid one-half undivided interest by Deed dated January 23, 1939 and recorded among the Land Records aforesaid in Liber J.H.H. No. 194, folio 297, to have and to hold unto the survivor and the heirs and assigns of the survivor, in fee simple. The Deed is filed as Plaintiff's Exhibit " C " and as part hereof.

6. That the plaintiff's husband Paul Donaldson died Mav 8, 1948, thereby vesting in the plaintiff, in fee simple, a one-half undivided interest in the real estate aforesaid.

7. That all farming implements, tools, equipment, etc., on the aforesaid real estate are owned by the parties hereto as tenants in common, the plaintiff having a one-half undivided interest therein and the defendants a one-half undivided interest.

8. That the said real estate and personalty cannot be divided in kind among the parties in interest without material loss or injury to their interests, and a sale thereof is necessary and to the best interest and advantage of all the parties.

To the end therefore:

a. That a decree may be passed for a sale of the real estate and personalty mentioned herein.

b. That the proceeds of sale may be brought into Court for distribution under its order in accordance with the respective rights and interest of the parties thereto.

c. That the plaintiff may have such other or further relief as her case may require.

And, as in duty bound, etc.

Milton Leven

Noah A. Hillman

Solicitors for Plaintiff .

Filed August 4", 1949.

PLAINTIFF'S EXHIBIT " A " .

$10.00 Int. Revenue Stamp.

THIS DEED made this 12th day of March in the year nineteen hundred and twenty-six, by David F. Donaldson and Margaret E. Donaldson, his wife, of Anne Arundel County and the State of Maryland.

WITNESSETH, that in consideration of Five Dollars and other good and valuable considerations the said David F. Donaldson and Margaret E. Donaldson, his wife, do grant and convey unto Howard Donaldson and May Estella Donaldson, his wife, Paul Donaldson and Georgianna Donaldson, his wife, so that the said Howard Donaldson and May Estell_ Donaldson, his wife, shall hold one-half undivided interest as tenants by the entireties, and that Paul Donaldson and Georgianna Donaldson, his wife, shall hold a one -half undivided interest, as tenants by the entireties, their heirs and assigns, all that lot of ground situate in Anne Arundel County, that is described as follows:

BEGINNING for the same at the end of the first line of the third parcel of ground, and running thence bounding on the second and part of the third lines thereof, as now run North forty-four degrees West one hundred and ten perches to a stone: South eighty degrees West nineteen and one-sixth perches to a parcel of ground heretofore conveyed to James Phelps; thence bounding on Phelp's land, South twenty degrees West one hundred and sixteen and three-quarter perches to the North side of a road fifteen feet wide: thence bounding on the same with the use thereof in common, South seventy seven and three-quarter degrees East

eleven and four-tenths perches; thence South fourteen and one-quarter degrees West seven and one-half feet to a stone now planted, thence South seventy-seven and three-quarter degrees East two and two-tenths perches; South thirty-seven degrees East forty-four and one-half perches to intersect the first line of the whole parcel of ground, and thence boundinding on the same North fifty-three degrees East one hundred and twenty-and eight-tenths perches to the beginning. Containing sixty-four and eight-tenths acres of land, more or less, clear of right-of-way heretofore granted by Sedwick G. Cromwell, Trustee, to the Baltimore, Annapolis and Washington Railway Company and subject thereto.

The said David F. Donaldson however reserves one-half of an acre of land lying to the Northward of the road running through the farm now laid down by boundaries established fronting one hundred and five feet on said road and running back a distance of two hundred and ten feet.

The land above described being the same tract of land that was conveyed by Sedwick G. Cromwell, Trustee to David F. Donaldson by deed bearing date November 13th,1906, and is recorded among the Land Records of Anne Arundel County in Liber G. W. 52, folio 307, 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 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 Howard Donaldson and May Estell Donaldson, his wife, as tenants by the entireties and Paul Donaldson and Georgianna Donaldson, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said parties of the first part hereby covement that they have not done nor suffered to be done and act, matter or thing whatsoever, to encumber the property hereby conveyed; and that they will warrant specially the property granted, and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors.

Test:

B. R. Anderson

Anna L. Pumphrey

David his X mark F. Donaldson (Seal)

Margaret E. Donaldson (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 12th day of March, in the year nineteen hundred and twenty-six, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared David F. Donaldson and Margaret E. Donaldson, his wife, the above named grantors, and acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(Notary Seal)

Anna L. Pumphrey,

Notary Public.

Recorded 23 day of March, 1926 -2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber W.M.B. No. 19, Folio 405, 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 28th day of July, A. D., 1949.

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

Filed August 4, 1949

PLAINTIFF'S EXHIBIT "B"

THIS DEED, Made this 23rd day of January in the year nineteen hundred and thirty-nine by Paul Donaldson and Sarah N. Donaldson, his wife, of Anne Arundel County and the State of Maryland.

WITNESSETH, That in consideration of the sum of Five Dollars and other good and valuable considerations, the said Paul Donaldson and Sarah N. Donaldson, his wife, do grant and convey unto Bruner R. Anderson, Trustee, his heirs and assigns, all those two lots of ground situate in Anne Arundel County, that are described as follows:-

The first of said lots being all that lot of ground that is described in a deed from Bernard Donaldson, Executor and Trustee, to Paul Donaldson, bearing date February 4th,1938 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No.178,folio 56, etc.

The second of said lots being all that one-half undivided interest in the hereinafter described lot which was conveyed to the said Paul Donaldson and his deceased wife, Georginanna Donaldson, by David F. Donaldson and wife, by deed bearing date March 12th,1926, and is recorded among the Land Records of Anne Arundel County in Liber W.M.B. No.19.folio 405, etc.

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 aforesaid two lots of ground and premises unto and to the proper use and benefit of the said Bruner R. Anderson, Trustee, his heirs and assigns, in fee simple.

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

WITNESS the hands and seals of the said grantors.

TEST: Paul Donaldson (SEAL)

A. Howell Linthicum Sarah Nellie Donaldson (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of January in the year nineteen hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Paul Donaldson and Sarah N. Donaldson, his wife, the grantors in the above Deed and they acknowledged the aforegoing Deed to be their act.

AS WITNESS my hand and Notarial seal.

(Notarial Seal) A. Howell Linthicum

Notary Public.

Received for record 25 January,1939,at 11:45 A.M., recorded in Liber J.H.H. No. 194, Folio 296,

PLAINTIFF'S EXHIBIT " C " DEED

THIS DEED,Made this 23rd day of Januarv in the year nineteen hundred and thirty - nine by Bruner R. Anderson, Trustee, of Anne Arundel County and the State of Maryland.

WITNESSETH, That in consideration of the sum of Five Dollars and other good and valuable considerations, the said Bruner R. Anderson, Trustee, does grant and convey unto Paul Donaldson and Sarah N. Donaldson, 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, that are described as follows:-

BEING all those two lots of ground that are described in a deed bearing even date herewith from the said Paul Donaldson and wife to Bruner R. Anderson, Trustee, said deed to be recorded among the Land Records of Anne Arundel County prior hereto.

For title to the first of said lots, see deed from Bernard Donaldson. Executor and Trustee to Paul Donaldson bearing date February 4, 1938, and recorded among the Land Records of Anne Arundel County, Liber F.A.M. No. 178,folio 56. For title to the second of said lots see deed from David F. Donaldson and wife to the said Paul Donaldson and his deceased wife, Georgianna Donaldson bearing date March 12, 1926 and is recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 19. folio 405, etc.

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 aforesaid two lots of ground and premises unto and to the proper use and benefit of the said Paul Donaldson and Sarah N. Donaldson. his wife, their assigns, the survivor of them and the heirs and assigns of the survivor, in fee-simple.

AND the said party of the first part hereby covenants that he will warrant specially the proper herby intended to be conveyed and will execute such other and further assurances of the same as may be necessary.

WITNESS the hand and seal of the said grantor.

TEST: Bruner R. Anderson (SEAL)

A. Howell Linthicum Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY. That on this 23rd day of January in the year nineteen hundred and thirty-nine, before me, the subscriber. a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Bruner R. Anderson. Trustee. the grantor in the above Deed and he acknowledged the aforegoing Deed to be his act.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) A. Howell Linthicum. Notary Public.

Recorded 25 January, 1939,at 11:45 A.M.,in Liber J.H.H. No. 194, folio 297,

Filed August 4, 1949

A N S W E R .

The Defendants, Howard Donaldson and May Estella Donaldson, Defendants in the above entitled cause, by George Sachse, their Solicitor, in answering the Bill of Complaint in this case, say:

1. That they admit the allegations contained in Paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 of the Plaintiff's Bill of Complaint.

2. That they, the Defendants, aver that all of the Parties to this cause are adults, and that the Defendants concur with the Plaintiff that the real and personal property owned by the parties hereto as tenants in common, as set out in the Bill of Complaint, should be sold and that the proceeds from such sale should be divided among the parties to this cause according to their respective interests.

Howard Donaldson- Defendant

May Estella Donaldson -Defendant

May Estella Donaldson

George Sachse,
Glen Burnie, Md.
Solicitor for Defendants.

Service of copy of the within Answer admitted by Noah Hillman, on this 6th day of September, 1949.

Noah A. Hillman,
Solicitor for Complainant.

Filed 13" September, 1949

SUBMISSION FOR DECREE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The parties to this cause, by their respective Solicitors, respectfully show:

1. That all parties having any interest in the personal property and real estate mentioned in this proceeding have been made parties to this suit and are adults.

2. That they do not deem it necessary to take testimony and hereby submit this case for final decree for a sale of said personal and real property.

George Sachse
SOLICITOR FOR PLAINTIFF

Noah A. Hillman
SOLICITOR FOR DEFENDANTS.

Filed 20 October, 1949

D E C R E E .

This cause standing ready for hearing and being submitted for Decree on Bill and Answer, the parties being all adults, the proceedings were by the Court read and considered.

It appearing that the real estate mentioned in these proceedings is not susceptible of division without loss or injury to the parties interested; and that the personal property is likewise not susceptible of division according to the allegations of the Bill and Answer of the Defendants, it is thereupon this 20th day of October, 1949, by the Circuit Court for Anne Arundel County in Equity.

ADJUDGED, ORDERED AND DECREED that the real estate and personal property mentioned in the proceedings be sold and that George Sache and Noah A. Hillman be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by the Clerk of this Court in the penalty of Seven Thousand dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order or decree in the premises; they shall proceed to make the said sale, having first given at least three weeka' previsou notice by inserting in some newspaper published in Anne Arundel County (or such other notice that they may deem proper) of the time, place, manner and terms of sale, which terms shall be as follows:

Cash on the day of sale for the personal property. A deposit of $1,000.00 at time of sale for the real estate, balance to be paid on final ratification of such sale by this Court, or all cash at the option of the purchaser, deferred payment to bear interest from the day of sale, and to be secured by the purchaser or purchasers with the security to be approved by the Trustees. Taxes to be adjusted to the date of sale.

AND as soon as may be convenient after such sale, the Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. And on ratification of such sale by this Court, and on the payment of the whole purchase money, (and not before) the said Trustees by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser of said real property to him, her or them, sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustees shall bring into this Court the money arising from such sale and the bonds or other security which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commissions 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 this trust.

BENJAMIN MICHAELSON,

Judge.

Filed 20 October, 1949

Bond No. 441764

TRUSTEE'S BOND TO SELL REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That Noah A. Hillman, of Annapolis, Anne Arundel County, Maryland, and George Sachse, of Glen Burnie, Maryland, and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND AND NO/100 DOLLARS ($7,000.00) to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made, we bind ourselves, and each of us and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14th day of November, 1949.

WHEREAS, the above bounden Noah A. Hillman and George Sachse by virtue of a decree of the Circuit Court of Anne Arundel County, Maryland, having been appointed trustees to sell certain real estate, described as off of Donaldson Avenue, in the Fourth Election District of Anne Arundel County, Porterfield Road, Glen Burnie Post Office, Maryland, in connection with the division of said property among three heirs, namely Sarah Nellie Donaldson, Howard Donaldson and May Estella Donaldson, his wife.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Noah A. Hillman and George Sachse do and shall well and faithfully perform the trust reposed in them by the said decree or that which may be reposed in them by any future degree or order in the premises then the above obligation will be void; otherwise, to be and remain in full force and virtue in law.

WITNESS: Noah A. Hillman

C. Osborne Duvall GEORGE SACHSE

C. Osborne Duvall GREAT AMERICAN INDEMNITY COMPANY

By Gordon B. McLelland,

Helen B. Taylor Attorney- in-Fact.

(CORPORATE SEAL)

APPROVED: This 25" day of Nov. 1949,

John H. Hopkins. 3rd. Clerk.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Noah A. Hillman and George Sachse, Trustees in this proceeding. respectfully shows:

That they did, under and by virtue of a decree of this Court dated October 20. 1949, having first given at least three weeks' previous notice of the time. place,manner and terms of sale by advertisement in the " Maryland Gazette ", a newspaper published in Anne Arundel Countv and by advertisement in the Baltimore "Sun" and by the distribution of hand bills, pursuant to said notice of sale attend in person on the premises on Tuesday,November 29, 1949 at ten o'clock a.m.; and then and there in the presence of a number of persons did proceed to sell at public sale the real estate and personal property mentioned in this proceeding, to wit:

1. All that tract of land containing about sixtv-three (63) acres, more or less,which is described in a deed dated March 12, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 19. folio 405, improved by a six room frame dwelling, another four room house, a tenant house, two large tobacco barns, a garage, a cement-block tobacco stripping barn, corn crib, stable, hot water heated sweet potato bed and various sheds and outbuildings and sold the same unto William O. Bussey, of Severn, Maryland, at and for the sum of nineteen thousand seventy-five ($19,075.00) dollars he being at that price then and there the highest bidder therefor.

The said purchaser has paid the deposit of $ 1.000.00 and agreed to comply with the terms of sale, said agreement and certificate of the auctioneer marked " Hand Bill Exhibit With Report Of Sale " being filed herewith.

2. All of the farm equipment consisting of tobacco sticks, an old Chevrolet truck, a seed bed watering pump, an Allis-Chalmers tractor with plow and other equipment, an iron wheel farm wagon, hot bed sash and other miscellaneous farm implements and sold the same unto various purchasers for the total sum of one thousand six hundred sixtv-three ($1,663.00) dollars, said purchasers being at the prices bid then and there the highest bidder therefor.

The purchasers of the personal property have paid cash.

All of which is respectfully submitted.

George Sachse

Noah A. Hillman

TRUSTEES.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 2 day of December, 1949. before me, the subscriber, a Notary Public of the State of Marvland, in and for the County aforesaid,personally appeared George Sachse, co-trustee, 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 said sales

were fairly made.

As witness my hand and Notarial Seal.

(Notarial Seal) L. S. White, Notary Public

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 5 day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, co-trustee, 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 said sales were fairly made.

As witness my hand and Notarial Seal.

(Notarial Seal) Naomi K. Garner, Notary Public

Filed December 5, 1949

Order Nisi

Ordered, this 5" day of December, 1949, That the sale of the real estate and personal property mentioned in these proceedings made and reported by Noah A. Hillman and George Sachse, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $20,738.00.

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

John H. Hopkins. 3rd, Clerk.

Filed December 5, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 30, 1949.

We hereby certify, that the annexed Order Nisi- Eq. #9760 Sale-Sarah Nellie Donaldson- was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of January, 1950. The first insertion being made this 7th day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

MG.7582. By R. L. Brown.

Filed January 17, 1950

FINAL ORDER

ORDERED BY THE COURT, This 17th day of January, 1950, 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 commission and such proper expenses as he shall produce vouchers for the Auditor.

BENJAMIN MICHAELSON. JUDGE.

Filed January 17, 1950.

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, February 8,1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Sarah Nellie Donaldson vs Howard Donaldson and Wife,		in ac.
To Trustees for Commissions on proceeds sale of real estate ($19,210.56), viz:	606.32	
To Trustees for Commissions on proceeds sale of personalty ($1,663.00), viz:	166.30	772.62
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Jas. W. Alton-Sheriff's costs	2.90	
Auditor - stating this account	18.00	59.65
To Trustees for Expenses, viz:		
Capital-Gazette Press- advertising sale	26.25	
Capital-Gazette Press - handbills & tax	9.69	
Capital-Gazette Press - order nisi (sale)	5.00	
The A.S. Abell Co.-advertising sale	80.00	
Southern Md. Times-advertising sale	97.00	
Great American Indemnity Co.-bond premium	28.00	
Howard Donaldson- services rendered to Trustees in straightening & counting tobacco sticks, hot bed sash, etc, as per bill rendered	32.00	
Robert H. Campbell-auctioneer's fee (sale of real estate)	50.38	
Robert H. Campbell-auctioneer's fee (sale of personalty)	166.30	
One-half Federal revenue stamps	10.73	
One-half State revenue stamps	10.72	
Notary fees	1.00	518.82
BALANCE FOR DISTRIBUTION - $19,579.55		
Distributed as follows:		
To Sarah Nellie Donaldson, one-half	9,789.78	
To Howard Donaldson and May Estella Donaldson, his wife, - one-half	9,789.77	19,579.55
		20,930.64

WITH Noah A. Hillman and George Sachse, Trustees Cr.

1949		
Nov. 29 Proceeds of Sale of Real Estate	19,075.00	
Interest on deferred payment	135.56	19,210.56
Refund 1949 State and County taxes- ($104.47-adjusted)	8.71	8.71
Refund fire insurance premium-seven and one-half months	48.37	48.37
Proceeds of Sale of personalty	1,663.00	1,663.00
		20,930.64

FILED FEBRUARY 10". 1950

J.H.H. No. 67 Equity

ORDER NISI

ORDERED, This 10th day of February, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause,BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of 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 14th day of March next.

John H. Hopkins, 3rd, Clerk.

Filed February 10, 1950.

CONSENT OF SARAH NELLIE DONALDSON

TO IMMEDIATE RATIFICATION OF AUDITOR'S REPORT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

I hereby assent to immediate ratification of the Auditor's report in the above entitled case, having read the same and being satisfied of the correctness thereof.

Dated at Baltimore, Maryland, the 14th day of February, 1950.

Witness

Milton Leven

Sarah Nellie Donaldson

Plaintiff

Filed February 16", 1950.

CONSENT OF HOWARD DONALDSON AND

MAY ESTELLA DONALDSON. HIS WIFE, TO IMMEDIATE

RATIFICATION OF AUDITOR'S REPORT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We hereby assent to immediate ratification of the Auditor's report in the above entitled case, having read the same and being satisfied of the correctness thereof.

Dated at Glenburnie, Maryland, the 13th day of February, 1950.

Witness:

William H. Donaldson

Howard Donaldson

May Estella Donaldson

DEFENDANTS.

Filed February 16, 1950

FINAL RATIFICATION

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, upon consent of the parties to this suit, this 16th 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson,

Judge.

Filed February 1 , 1950

IN THE MATTER OF THE	:	No. 9863 Equity
SALE OF THE MORTGAGED	:	In the
CHATTELS OF	:	CIRCUIT COURT
ANGELOS PALLIOS AND	:	FOR
EVA PALLIOS, his wife.	:	ANNE ARUNDEL COUNTY

: : : : : : :

Mr. Clerk, Please docket this suit and file the original chattel mortgage.

George B. Woelfel, Atty,named in mortgage; 9-11 School Street,Annapolis,Md

Filed December 28", 1949

CHATTEL MORTGAGE

(MD. STATE STAMPS $4.95)

This Chattel Mortgage, made this 16th day of February, in the year 1949, by and between Angelos Pallios and Eva Pallios, his wife, hereinafter called parties of the first part, and James Constantine of 108 Main Street, Annapolis, Maryland, hereinafter called party of the second part.

Whereas the said James Constantine has sold all the fixtures, stock in trade and "Good-Will" in the restaurant business known as the Sanitary Lunch and Restaurant, and

Whereas the full purchase price has not been paid and there still remains due and owing the full and just sum of Forty-Five Hundred ($4500) Dollars which said sum the said parties of the first part agree to pay off in the manner as follows: Sixty (60) days from the date herewith said parties of the first part agree to pay One Thousand ($1000) Dollars and the balance in monthly payments of Two Hundred ($200) Dollars each, all deferred payments to bear interest at the rate of six per cent and to be adjusted monthly, and

Whereas it was a condition precedent to the execution of the bill of sale that these presents should be executed to secure the prompt and proper payment of the aforesaid balance as and when the same shall become due and owing.

Now, therefore, this Chattel Mortgage Witnesseth: That for and in consideration of the premises and of the further sum of One Dollar, the said Angelos Pallios and Eva Pallios, his wife, do hereby bargain and sell unto the said James Constantine, his personal representatives and assigns, all the property and chattels described as follows: 1 back bar, 1 National Cash Register, 1 triple coffee urn, 1 wall pie case, 13 wall mirrors, 10 booths, 1 soda fountain, 1 counter and 8 stools, 1 condenser, 1 four door electric refrigerator, 1 South Bend gas range and grill, 1 steam table, 1 meat slicer, 1 electric toaster, and all the pots, pans, table ware and dishes, in fact all of the goods, fixtures and chattels now located in the premises known as No. 108 Main Street, known as the "Sanitary Lunch and Restaurant" together with the "Good-Will" of the business.

Provided that if the said Angelos Pallios and Eva Pallios, his wife, shall pay unto the said James Constantine the sum of Forty-Five Hundred ($4500) Dollars in accordance with the terms heretofore specified, then these presents shall be void.

And it is agreed that, until default be made in the premises, the said Angelos Pallios and Eva Pallios, his wife, shall possess the property hereby mortgaged, and be permitted to use the same in a proper and reasonable manner keeping the same in good repair meanwhile and insured in some reliable company for at least the sum of Four Thousand Dollars ($4000) at their expense, said policy of insurance to be so endorsed or assigned that, in case of any loss, it shall inure to the benefit of the mortgagee to the extent of his interest in said property.

And it is further agreed that, in default of payment of either principal or interest as aforesaid, the said George B. Woelfel may sell the above mortgaged property in the following manner, that is to say: after giving at least ten days' notice of the time, place and terms of said sale in some daily newspaper published in the said County, he may offer it for sale at public auction, on the premises, or elsewhere, to the highest bidder, the proceeds of said sale to be applied first, to the payment of all expenses connected therewith; second, to the payment of the aforesaid debt and interest to the said James Constantine, and the balance, if any, to be paid to the said Angelos Pallios and Eva Pallios, his wife,

or to whomsoever it may be due, it being understood and agreed that the said Mortgagee shall be a competent bidder at such sale.

As witness our hands and seals the day and year first above written.

Mary M. Hoff — Angelos Pallios (Seal)

Eva Pallios (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this 16th day of February, 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 Angelos Pallios and Eva Pallios, his wife, and they acknowledged the aforegoing chattel mortgage to be their act. At the same time also appeared James Constantine and made oath in due form of law that the consideration set forth in said chattel mortgage is true and bona fide as therein set forth.

Witness my hand and seal Notarial.

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

Recorded- 17th February, 1949, at 9:15 A.M. "O.P."

Liber J.H.H. No. 39. folio 433 C.M.

Filed December 28, 1949

STATEMENT OF MORTGAGE CLAIM.

Statement of mortgage claim of James Constantine under the chattel mortgage to him from Angelos Pallios and Eva Pallios, his wife, dated 16th day of February, 1949, and recorded among the Chattel Records of Anne Arundel County in Liber J.H.H. No. 39. folio 433,

Amount of principal and interest due on chattel mortgage above $2255.50

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 23rd day of December 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 James Constantine and made oath in due form of law that the aforegoing is a true statement of the amount remaining due him of his chattel mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the chattel mortgage referred to in said statement.

Witness my hand and seal Notarial.

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

Filed December 28, 1949

B O N D

Know all men by these presents, that we, George B. Woelfel. 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 Three Thousand ($3,000) Dollars, current money, to be paid to the said State or its certain attorneys, 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 24th day of December, 1949.

Whereas by virtue of a power of sale contained in a chattel mortgage from Angelos Pallios and Eva Pallios, his wife, to James Constantine. dated February 16th. 1949. and recorded among the Chattel Records of Anne Arundel County in Liber J.H.H. No. 39.

folio 433, the said George B. Woelfel is empowered to sell the chattels in the said mortgage described in event of default and default having occurred, the said George B. Woelfel is now about to execute said power.

Now, the condition of the above obligation is such, That if the above bounden, George B. Woelfel, 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 mortgaged property or the proceeds thereof then this obligation shall be void and of no effect otherwise to be and remain in full force and virtue in law.

Witness:

Mary M. Hoff.

(Corporate Seal)

George B. Woelfel. (SEAL)

GLOBE INDEMNITY COMPANY,

A BODY CORPORATE,

By John H. Hopkins. IV,

Attorney-in-Fact.

Filed and approved this 28th day of December, 1949.

John H. Hopkins. 3rd, Clerk.

PETITION TO ENTER PROPERTY

To the Honorable, the Judges of said Court:

The petition of James Constantine respectfully shows:

1. That on or about the 16th day of February, 1949, he sold all his right, title, interest and estate in the fixtures and business known as the Sanitary Lunch and Restaurant located at 108 Main Street, Annapolis, Maryland, in the real estate owned by Mrs. Rudolph Smith.

2. That on the said date your Petitioner took a chattel mortgage which is filed in this case.

3. That three weeks ago the said Angelos Pallios and Eva Pallios, his wife, locked up the restaurant and departed to places unknown.

4. That your Petitioner is now foreclosing the mortgage and has advertised same for sale on Saturday, December 31st, 1949, at 10 o'clock A.M. when it so occurred that Mrs. Smith, the landlady, has no key and the only key to the premises is that one carried away by Angelos Pallios.

5. That it is necessary that your Petitioner get into the premises to make sale which is agreeable to Mrs. Smith, the landlady, and her attorney O. Bowie Duckett.

To the end, therefore:

1. That an order may be passed by this Honorable Court authorizing and directing your petitioner to gain entrance into the store and restaurant in any manner befitting and that after the sale that the Petitioner may repair the damage done by gaining entrance.

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 27th day of December, in the year 1949, before me, the subscriber, a Notary Public of the State of Marvland. in and for Anne Arundel County aforesaid, personally appeared James Constantine 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 belife.

Witness my hand and seal Notarial.

Mary M. Hoff.

(Notarial Seal)

Notary Public.

Filed December 28, 1949

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 28th day of December,1949, by the Circuit Court for Anne Arundel County, in Equity. ADJUDGED, ORDERED AND DECREED that leave be and the same is hereby granted to the Petitioner to force entrance into the building 108 Main Street, Annapolis, Maryland, in any manner befitting and to repair whatever damage is done by entering, after the sale is consummated; provided a copy of this petition affidavit and order of Court be served on Mrs. Rudolph Smith. 25 Southgate Avenue or 110 Main Street prior to the day of sale, and provided further that no cause to the contrary is shown prior to the day of sale.

Benjamin Michaelson.

Judge.

Filed December 28, 1949

PETITION TO ENTER PROPERTY and Order of Court thereon served on Mrs. Rudolph Smith December 29, 1949.

Charles M. Russell,

Sheriff's costs $1.45. Sheriff Anne Arundel Co., per G.D.R.

Filed December 29, 1949

PETITION TO COVER NATIONAL CASH REGISTER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the National Cash Register Company by Marvin I. Anderson, its Attorney, respectfully shows:

1. That on May 25, 1949, it sold a National Cash Register No. 4536088, style 126 (4) to Angelos Pallios and the Conditional Sales contract was duly recorded among the Chattel Records of Anne Arundel County in Liber J.H.H. No. 9 folio 175 on May 31, 1949.

2. That on February 16, 1949, the said Angelios Pallios and wife gave a chattel mortgage to James Constantine which said mortgage is recorded among the aforesaid Chattel records in Liber J.H.H. No. 38, folio 433 and is being foreclosed in this case.

3. That said chattel mortgage given to James Constantine covers a certain national cash register but is not the cash register designated in paragraph one in this petition and is not subject to the chattel mortgage of said James Constantine.

4. That at the sale of the aforesaid property conveyed by the mortgage given to James Constantine, the mortgagee purchased the assets and was given possession of the cash register of this petitioner.

That although demand has been made repeatedly on the said James Constantine for a delivery of the cash register on which your petitioner holds a chattel contract of sale the said James Constantine has failed to deliver same.

Wherefore your petitioner prays the said James Constantine be required to show cause wny he should not be required to turn over said cash register to said petitioner.

Marvin I. Anderson.

Attorney for Petitioner.

Filed February 10, 1950

ORDER OF COURT

Ordered this 10th day of February, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, that the said James Constantine be and he is hereby required to turn over to the National Cash Register Company the Cash Register designated as No. 4536088, unless cause to the contrary be shown on or before the 25th day of February 1950, provided a copy of this order be served on the said James Constantine or his Attorney, George B. Woelfel, on or before the 21st day of February, 1950.

Benjamin Michaelson,

Judge.

I hereby certify that a copy of this petition and order was mailed to George B.Woelfel, Attorney, this 10" day of February, 1950.

Marvin I. Anderson,

Attorney for Petitioner.

Filed February 10", 1950

ANSWER TO PETITION AND ORDER OF COURT TO RECOVER NATIONAL CASH REGISTER.

To the Honorable, the Judge of said Court:

The answer of James Constantine to the petition and order of Court to recover a National cash register dated the 10th day of February, 1950, respectfully shows:

1. That the said James Constantine admits the allegations contained in paragraph one of said petition.

2. That the said James Constantine admits the allegations contained in paragraph two of said petition.

3. That the said James Constantine admits the allegations contained in paragraph three of said petition.

4. That the said James Constantine admits the allegations contained in paragraph four of said petition that is, that he was given possession of a cash register at the time of sale.

And further answering said petition and order of Court in general this Respondent admits that he has the cash register belonging to the Petitioner but further answering says that there was a cash register in his place of business upon which he had a chattel mortgage, which said cash register he believes has been turned into the Petitioner on account of the purchase of the new register and for which the Petitioner allowed Angelios Pallios a certain amount of money as a cash deposit and your Respondent believes that it would be equitable to require the Petitioner to state, under oath, whether it received a Remington Cash Register from Angelios Pallios for which it allowed him a credit on account of the new register and if so, that the said Petitioner be required to return the said cash register to your Respondent or its value in cash before your Respondent be directed and ordered to turn over this cash register to the Petitioner.

And having answered said petition as fully as he is advised is necessary he prays that the said petition be dismissed and that the order of Court dated February 10th, 1950, be rescinded.

And as in duty bound, etc.

George B. Woelfel,

Attorney for Respondent

9-11 School Street,

Annapolis, Md.

Filed February 27th, 1950.

J.H.H. No. 67 Equity

ORDER OF COURT

Upon the aforegoing petition it is this 27th day of February, 1950, by the Circuit Court for Anne Arundel County ORDERED that the petitioner be and it is hereby directed to answer under oath on or before the 18th day of March, 1950, whether or not it received from the said Angelos Pallios a Remington cash register for which it allowed him a credit on account of the new National cash register.

Benjamin Michaelson

Judge.

Filed February 27th, 1950

THE ANSWER OF THE NATIONAL CASH REGISTER COMPANY TO THE ANSWER AND PETITION OF JAMES CONSTANTINE.

To the Honorable, the Judges of said Court:

The answer of the National Cash Register Company respectfully shows:

1. That the said James Constantine admits in paragraphs 1, 2 and 3 of his answer that he has the Cash Register belonging to the National Cash Register Company.

2. Answering paragraph 4 of said answer of James Constantine, the National Cash Register Company says that it did not take in trade a cash register of any kind as will be seen by the affidavit of the salesman attached hereto and made a part hereof as Exhibit "A"

Further the Conditional Sales contract signed by Pallios is recorded in Liber J.H.H. No. 9 folio 175, and shows on its face that no other machine of any kind was taken in trade.

Further the chattel mortgage of James Constantine is too indefinite to be a lien in any event, as it merely calls for a National Cash Register and contains no description sufficient to identify it.

Further the answer of James Constantine filed herein indicates that he is claiming a Remington Cash Register.

Wherefore the National Cash Register Company moves the Court to pass an order directing the said James Constantine to turn over the National Cash Register No. 4536088, style 126 (4).

And as in duty bound, etc.

Marvin I. Anderson.

Filed March 7, 1950 Attorney for National Cash Register Co.

EXHIBIT "A"

State of Maryland. To Wit:

I hereby certify that on this 1st day of March in the year Nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland in and for the __ aforesaid, personally appeared K. P. LYNCH, and made oath in due form of law that he is a salesman for the National Cash Register Company and that on the 26th day of May, 1949 he sold to Angelo Pallios, T/A Eva's Coney Island Lunch one National Cash Register No. 4536088 for the total price of $331.50: that a cash payment of $35.00 was made and that no other cash register of any kind was taken in trade; and that he has personal knowledge of the facts in this case and that they are true as herein stated.

K. P. Lynch

Witness my hand and seal Notarial

Paul S. Courson, Notary Public.

(Notarial Seal)

Exhibit "A"- with Answer of National Cash Register Company to answer and petition of James Constantine.

State of Maryland, City of Baltimore, To Wit:

I hereby certify that on this 6th day of March in the year 1950. before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared C. M. Davis, Manager of the Baltimore Branch of the National Cash Register Company, and made oath in due form of law that the matters and facts set forth in the aforegoing answer are true to **be** best of his knowledge and belief.

Witness my hand and seal Notarial.

Paul S. Courson.

(Notarial Seal) Notary Public.

Filed March 7, 1950

ORDER OF COURT

Ordered this 7th day of March, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, that James Constantine deliver forthwith the National Cash Register No. 4536088. style 126 (4). mentioned in these proceedings, to the National Cash Register Company or its duly authorized agent or attorney of record.

Benjamin Michaelson,

Judge.

I hereby certify that a copy of this answer was mailed to George B. Woelfel, Attorney this 7th day of March, 1950.

Marvin I. Anderson, Atty.

for National Cash Register Company.

Filed March 7, 1950.

REPORT OF SALE

The report of George B. Woelfel, as attorney named in the chattel mortgage dated the 16th day of February, 1949, and recorded among the Chattel Records of Anne Arundel County in Liber J.H.H. No. 39, folio 433, from Angelios Pallios and Eva Pallios, his wife, respectfully shows:

That after giving bond for the faithful performance of the trust reposed in him and after having advertised the said property in the said mortgage described to be sold on the premises No. 108 Main Street, Annapolis, Maryland, on Saturday, December 31st, 1949, at 10 o'clock A.M., the said Attorney named in the chattel mortgage did, at the appointed time and place, attend the sale and then and there offered at public sale to the highest bidder the following described property, to wit: 1 back bar, 1 triple coffee urn, 1 wall pie case, 13 wall mirros, 9 booths, 1 soda fountain. 1 counter and 8 stolls, 1 condenser, 1-4 door refrigerator, 1 South Bend Gas Range and grill, 1 steam table, 1 meat slicer, 1 electric toaster, together with all the pots, pans, tableware, dishes and other articles located in the kitchen together with one National Cash Register, the said cash register not being the one in the original chattel mortgage, for which the purchaser was required to pay $198.20. And the said purchaser or mortgagee James Constantine purchased all of the aforesaid goods and chattels for the sum of Two Thousand Two Hundred Fifty ($2250) Dollars upon which he obtained a refund of One Hundred Eighty-Nine Dollars and Twenty Cents ($189.20) leaving a balance of Two Thousand Sixty Dollars and Eighty Cents ($2060.80). The said James Constantine being at that figure the highest bidder therefore. The Attorney made the sale and the terms were cash.

Respectfully submitted,

George B. Woelfel,

Atty. named in the chattel Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 23rd day of March, in the year 1950. before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Attorney named in the Chattel Mortgage, who prepared the above report of sale and who made oath in due form of law that the matters and facts stated in the aforegoing report are true to the best of his knowledge and belief and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff,

Notary Public.

Filed March 23, 1950

ORDER OF COURT

ORDERED by the Circuit Court for Anne Arundel County. this 23d. day of March, in the year 1950, that the sale of the personal property made and reported by George B. Woelfel. Attorney named in the Chattel Mortgage aforesaid, be. and it is hereby finally ratified and confirmed and the attorney shall be allowed the usual commission and such proper expenses as he shall produce vouchers for to the Auditor.

Benjamin Michaelson

Judge.

Filed March 23, 1950.

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, March 28, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Chattels of Angelos Pallios and Eva Pallios, his wife, in ac.

To Attorney for Commissions, viz:	206.08	206.08
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
C. M. Russell- Sheriff's costs	1.45	
Auditor - stating this account	9.00	39.20
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	13.50	
Capital-Gazette Press-order nisi (acct)	5.00	
Globe Indemnity Co. - bond premium	12.00	
George W. Scible- auctioneer's fee	15.00	
Mary M. Hoff,- notary fee	1.50	47.00

To Attorney for Taxes, viz:		
1949 State and County Taxes	34.44	
1949 City of Annapolis Taxes ($28.70-adjusted to 12/31/44)	14.35	48.79
To James Constantine, mortgagee-this balance on account mortgage claim filed	1,719.73	1,719.73
		2,060.80

WITH George B. Woelfel, Attorney named in Mortgage Dr.

1949		
Dec. 31 Proceeds of Sale	2,250.00	
Less:		
Refund value of re-possessed National Cash Register	189.20	2,060.80
		2,060.80

Filed March 28th. 1950

ORDER NISI

ORDERED, This 28th day of March, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27th day of 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 27th day of April next.

John H. Hopkins, 3rd, ___

True Copy, TEST:

John H. Hopkins. 3rd, Clerk.

Filed March 28, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 2, 1950.

We hereby certify that the annexed Order Nisi Eq. #9863-Auditor's account, Angelis/Pallios 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 April, 1950. The first insertion being made the 5th day of April, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

MG. Duplicate.

BY R. L. Brown.

Filed May 3", 1950

FINAL REPORT

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 3rd day of May, 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 May 3, 1950

IN THE MATTER OF THE PETITION	:	No. 9947 EQUITY
OF MAY EUGIE CRAIG, MOTHER	:	IN THE CIRCUIT COURT
OF MELVIN GEORGE CRAIG, AN INFANT,	:	FOR
FOR CHANGE OF NAME	:	ANNE ARUNDEL COUNTY

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

PETITION FOR CHANGE OF NAME OF INFANT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of May Eugie Craig, on behalf of Melvin George Craig, her infant son, respectfully represents unto Your Honors:

FIRST: That she has been a resident of Anne Arundel County for the past ten years and is at present residing at Iglehart, RFD 1, Anne Arundel County, Maryland.

SECOND: That she was married to Edward Craig on the 26th day of October, 1909, in Dorchester County, Maryland, from whom she separated in the year 1932, taking with her their infant children, including Melvin George Craig, then two years of age, the subject of these proceedings.

THIRD: That said infant son, ever since said separation, has resided with John W. Moran, of Anne Arundel County, where he assumed the name of Melvin George Moran, and by which name he has ever since been known.

FOURTH: That her said son is now twenty years of age, self-supporting, who contemplates marriage on May 13, 1950; and it is his wish and desire, as well as that of your petitioner and his natural father, that his name be legally changed to Melvin George Moran, the name he has held for eighteen years.

FIFTH: That the said Melvin George Craig's credit and public records are clear and that this petition is not filed for the purpose of evading his creditors or other lienors.

SIXTH: That Melvin George Craig, said infant, and Edward Craig, his natural father, join herein for the purpose of giving their assent to this petition and to the change of name as prayed.

SEVENTH: That your petitioner has filed this petition in behalf of her infant son, who is incapable of doing so himself.

TO THE END, THEREFORE:

A. THAT the name of Melvin George Craig be changed to that of Melvin George Moran.

B. THAT your petitioner may have such other and further relief as her case may require.

AND AS IN DUTY BOUND, ETC.

May Eugie Craig

Melvin George Craig

Edward Craig

Slbert J. Goodman

12 Church Circle,Annapolis,Maryland, Solicitor for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNT, TO WIT:

I HEREBY CERTIFY that on this 4th day of May, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally

appeared MAY EUGIE CRAIG and MELVIN GEORGE CRAIG and made oath in due form of law that the matters and facts alleged in the foregoing petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

(Notarial Seal) Grace R. Hartge, Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY THAT ON THIS \$TH DAY OF May, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared EDWARD CRAIG and made oath in due form of law that the matters and facts alleged in the aforegoing petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

R. Edw. Kohlhafer,
Notary Public.

(Notarial Seal)

My Commission expires May 7, 1951.

Filed May 8, 1950.

D E C R E E

Upon consideration of the aforegoing petition and affidavit, it is this 8th day of May, 1950, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the name of Melvin George Craig of Anne Arundel County and State of Maryland, be, and it is hereby, changed from Melvin George Craig to Melvin George Moran as is prayed in said petition, and that the said petitioner pay the costs of these proceedings, to be taxed by the Clerk.

Benjamin Michaelson,
Judge.

Filed May 8, 1950.

STEVEN J. EVERD and MARGARET EVERD, his wife, Green Haven, Pasadena, Maryland. VS WILLIAM B. JOSENHANS and KATHERINE JOSENHANS, his wife, 1610 North Monroe Street, Baltimore, 17, Maryland GEORGW WILLIAM SCHNEIDER 119 West Randall Street Baltimore, Maryland ELIZABETH D. JOSENHANS 3918 Woodridge Avenue Baltimore, Maryland EMMA O. JOSENHANS and MEDORA M. JOSENHANS 3918 Woodridge Avenue Baltimore, Maryland.	:	NO. 9853 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

AND all persons having or claiming to have any interest in the property known as Lots Nos. 32, 33, 34 and 35, Block O, Orchard Beach; and Lots Nos. 52 and 53, Section T, Glen Burnie Heights, Third Election District, Anne Arundel County, Maryland.

CELIA COHEN :
28 South High Street :
Baltimore, Maryland :

AND all persons having or claiming to have any interest in the property known as Lots Nos. 37, 38, 39 and 40, Section 77, Green Haven, Third Election District, Anne Arundel County, Maryland.

WILLIAM B. PETTIT :
505 Pershing Drive :
Silver Spring, Maryland. :

AND all persons having or claiming to have any interest in the property known as Lots Nos. 31, 32, Section S, Riviera Beach, Third Election District, Anne Arundel County, Maryland.

JOHN W. HANCOCK and :
:
BERTHA HANCOCK, his wife, :
Greenland Beach :
Pasadena, Maryland :

AND all persons having or claiming to have any interest inthe property known as Lot No. 190, Greenland Beach, Third Election District, Anne Arundel County,Maryland.

DELMER SAMUEL HELMICK :
Marley Park,
Glen Burnie, Maryland :

AND all persons having or claiming to have any interest in the property known as a tract of land containing four acres, more or less, located near Jacobsville, Third Election District,Anne Arundel County, Maryland.

NATHAN C. DeGRAFF :
2423 Pine Street, :
Philadelphia, Pennsylvania :

AND all persons having or claiming to have any interest in the property known as Lots Nos. 1, 2, 3, 4, 5, and 6, Section 119, Green Haven, Third Election District,Anne Arundel County, Maryland.

OSCAR GOLDBERG and :
;
ELSIE S. GOLDBERG, his wife, ;
;
3061 Frederick Avenue
Baltimore, Maryland ;

AND all persons having or claiming to have any interest in the property known as part of Lots Nos. 30, 31 and 32, Section 69, Outing Park, Third Election District , Anne Arundel County, Maryland.

FRANK GRASSER :
2516 Emerson Street, :
Baltimore, Maryland. :

AND all persons having or claiming to have any interest in the property known as a tract of land containing five acres, more or less, located on Benfield Road, Earleigh Heights, near Whitney's, Third Election District,Anne Arundel County, Maryland.

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

BILL OF COMPLAINT

TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That on or about the 11th day of October, 1948, the certificates of tax sale attached hereto and marked "Complainants' Exhibit No. 1," were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to them,which certificates are prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificates is described as follows:

A. Certificate No. 829: All those six lots of ground situate, lying and being in the Third Election District of Anne Arundel County, and known as Lots Nos. 32, 33, 34 and 35, in Block O, as shown on the plat of Orchard Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 26; and Lots Nos. 52 and 53 in Section T, as shown on the plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County; and being the same property which was conveyed to William B. Josenhans and Katherine Josenhans, his wife, by James A. Walton, County Treasurer, by deed dated December 30, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, folio 86, and assessed on the date of the Collector's sale to William B. Josenhans and Katherine Josenhans, his wife, whose last known address was No. 1610 North Monroe Street, Baltimore, 17, Maryland; and being also the same properties which on the date of the Collector's sale to the said William B. Josenhans and wife on October 11, 1943, were assessed to George William Schneider, whose last known address was No. 119 West Randall Street, Baltimore, Maryland, and Elizabeth D. Josenhans and Emma O. Josenhans,whose last known address was No. 3918 Woodridge Avenue, Baltimore, Maryland. The amount due on the day of sale was $35.06.

B. Certificate No. 809: All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, and known as Lots Nos. 37, 38, 39 and 40,in Section 77, as shown on the Plat of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod D-9, Plat 346; and being the same property described in the deed from The Maryland Title Guarantee Company to Samuel Cohen and Celia Cohen, his wife, dated July 14, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 91, folio 465; see also deed from Thomas W. Davis,County Treasurer, et al, to Celia Cohen dated October 1, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 366, folio 472; and assessed on the date of the Collector's sale to Celia Cohen, whose last known address was No. 28 South High Street, Baltimore,Maryland. The amount due on the day of sale was $9.08.

C. Certificate No. 833; All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 31 and 32 in Section S, as shown on the plat of Riviera Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 62; and being the same property which was conveyed to William B. Pettit by The Riviera Beach Development Company by deed dated July 21, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S R. No. 112, folio 267; and assessed on the date of the Collector's sale to William B. Pettit, whose last known address was No. 505 Pershing Drive, Silver Spring, Maryland. The amount due on the day of sale was $20.79.

D. Certificate No. 825: All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots No. 190, as shown on the plat of Greenland Beach, which plat is recorded among the Plat Records of Anne Arundel County,

in Plat Book W.N.W. No. 2, folio 1; and being the same property which was conveyed to John W. Hancock and wife by George L. Moore and wife by deed dated November 17, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 350, folio 158; and assessed on the date of the Collector's sale to John W. Hancock and Bertha Hancock, his wife, whose last known address was Greenland Beach, Pasadena, Maryland. The amount due on the day of sale was $10.13.

E. Certificate No. 827. All that tract or parcel of land containing four acres, more or less, situate, lying and being in the Third Election District of Anne Arundel County, near Jacobsville; and being the same property which was conveyed to Delmar Samuel Helmick by Irvin S. Rossi and wife by deed dated March 31, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 361, folio 379; and assessed on the date of the Collector's sale to Delmar Samuel Helmick, whose last known address was Marley Park, Glen Burnie, Maryland. The amount dueon the day of sale was $10.14.

F. Certificate No. 814: All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 1, 2, 3, 4, 5 and 6, in Section 119, as shown on the plat of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod D-9, Plat 346, and being the same lots of ground which were conveyed to Nathan C. DeGraff by Steven J. Everd and wife by the following two deeds: (1) deed dated March 8, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 29, conveying Lots Nos. 5 and 6; and (2) deed dated September 3, 1940, and recorded among the aforesaid Land Records in Liber J.H.H. No. 223, folio 336, conveying Lots Nos. 1, 2, 3,and 4; and assessed on the date of the Collector's sale to Nathan C. DeGraff, whose last known address was No. 2423 Pine Street, Philadelphia, Pennsylvania. The amount due on the day of sale was $11.63.

G. Certificate No. 817: All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as part of Lots Nos. 30, 31 and 32, in Section 69, as shown on the plat of Outing Park, which plat is Recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod C-2, Plat 102; and being part of the same property which was conveyed to Oscar Goldbert and wife by the following two deeds from Karl W. Karlson: (1) deed dated May 14, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 180, folio 369; and (2) deed dated March 9, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 148, folio 315, the former deed conveying Lot No. 32, and the latter, Lots Nos. 30 and 31; and assessed on the date of the Collector's sale to Oscar Goldberg, whose last known address was No. 3061 Frederick Avenue, Baltimore, Maryland. The amount due on the day of sale was $10.13.

H. Certificate No. 824: All that tract or parcel of land containing five acres, more or less, situate, lying and being in the Third Election District of Anne Arundel County on Benfield Road, Earleigh Heights, near Whitneys, and described as follows:

Beginning for the same at the southwest corner of a lot of ground conveyed to Charles Ernst by David Fetter and wife; thence bounding on Plimhimmon Road, South 22 degrees 520 feet to the center of the Mill Road; thence bounding on the center of the

Mill Road easterly 420 feet; thence north 26½ degrees east 520 feet to the fourth line of the land conveyed to the aforesaid Charles Ernst; thence bounding on the aforesaid line north 71 3/4 degrees west 422 feet to the place of beginning.

And being the same property which was conveyed to Frank Grasser by John Walker and wife by deed dated May 21, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 26, folio 394; and assessed on the date of the Collector's sale by Frank Grasser, whose last known address was No. 2516 Emerson Street, Baltimore, Maryland. The amount due on the day of sale was $13.87.

The said lots as above described are the identical lots of ground less particularly described in the aforesaid Collector's certificates.

THIRD: That according to the equity, law and land records of Anne Arundel County and the records of the Register of Wills of said county, the title to said lots is still vested in the names of the parties listed as respondents herein.

FOURTH: That said properties have not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

FIFTH: The complainants pray for process directed to the above-named respondents, whise last known addresses are set out with their names after the description of each property. A copy of this bill of complaint has been mailed to each of the aforesaid respondents at their respective addresses.

SIXTH: The complainants pray for an order of publication directed to all parties in interest in the various properties.

SEVENTH: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from October 11,1948, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the complainants under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland.

EIGHTH: The Complainants pray the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

12 Church Circle, Annapolis, Maryland
Solicitor for Complainants.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of December, 1949,before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared STEVEN J. EVERD and MARGARET EVERD, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

(Notarial Seal) Grace R. Hartge, Notary Public.

Filed December 15", 1949

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Third Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the

complainants in this proceeding:

A. All those six lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 32, 33, 34, and 35, in Block O, as shown on the plat of Orchard Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 26; and Lots Nos. 52 and 53, in Section T, as shown on the plat of Glen Burnie Heights, which plat is recorded among the Plat Records of said county; and being the same property which was conveyed to William B. Josenhans and Katherine Josenhans, his wife, by James A. Walton, County Treasurer, by deed dated December 30, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, folio 86. See also deed dated October 1, 1919, from the Workmen's Cooperative Realty Company, Incorporated, to George William Schneider and recorded in Liber W.N.W. No. 70, folio 464, and deed dated August 1,1924, from the Waterview Land Company to Elizabeth D. Josenhans and recorded in Liber W.N.W. No. 95, folio 196, and deed dated August 1, 1924, and recorded in Liber W.N.W. No. 95, folio 181, from the Waterview Land Company to Emma O. Josenhans, et al.

B. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 37, 38, 39 and 40, in Section 77, as shown on the plat of Green Haven, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod D-9, Plat 346; and being the same property which was conveyed to Samuel Cohen and Celia Cohen, his wife, by the Maryland Title Guarantee Company by deed dated July 14, 1928, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 91, folio 465. See also deed from Thomas W. Davis, County Treasurer, et al.,to Celia Cohen dated October 1, 1946, and recorded in Liber J.H.H. No. 366, folio 472.

C. All those lots of ground situate,lying and being in the Third Election District of Anne Arundel County and being known as Lots Nos. 31 and 32, in Section S, as shown on the plat of Riviera Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 62; and being the same property which was conveyed to William B. Pettit by the Reviera Beach Development Company by deed dated July 21, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 112, folio 267.

D. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 190, as shown on the plat of Greenland Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 1; and being the same property which was conveyed to John W. Hancock and wife by George L. Moore and wife by deed dated November 17, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 350, folio 158.

E. All that tract or parcel of land containing four acres, more or less, situate lying and being in the Third Election District of Anne Arundel County near Jacobsville; and being the same property which was conveyed to Delmer Samuel Helmick by Irvin S. Rossi and wife by deed dated March 31, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 361, folio 379.

F. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 1,2,3,4,5 and 6, in Section 119.

as shown on the plat of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod D-9, Plat 346; and being the same lots of ground which were conveyed to Nathan C. DeGraff by Steven J. Everd and wife by the following two deeds: (1) deed dated March 8, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 29, conveying Lots Nos. 5 and 6; and (2) deed dated September 3, 1940, and recorded in Liber J.H.H. No. 223, folio 336, conveying Lots Nos. 1, 2, 3 and 4.

G. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as part of Lots Nos. 30, 31 and 32, in Section 69, as shown on the plat of Outing Park, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod C-2, Plat 102; and being part of the same property which was conveyed to Oscar Goldberg and wife by the following two deeds from Karl W.Karlson; (1) deed dated May 14, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 180 folio 369, conveying Lot No. 32; and (2) deed dated March 9, 1936, and recorded in Liber F.A.M. No. 148, folio 315, conveying Lots Nos. 30 and 31.

H. All that tract or parcel of land containing five acres, situate, lying and being in the Third Election District of Anne Arundel County on Benfield Road, Earleigh Heights, near Whitney's, and described as follows:

Beginning for the same at the southwest corner of a lot of ground conveyed to Charles Ernst by David Fetter and wife; thence bounding on Plimhimmon Road, south 22 degrees 520 feet to the center of the Mill Road; thence bounding on the center of the Mill Road easterly 420 feet; thence north 26½ degrees east 520 feet to the fourth line of the land conveyed to the aforesaid Charles Ernst; thence bounding on the aforesaid line north 71 3/4 degrees west 422 feet to the place of beginning, containing five acres of land, more or less.

And being the same property which was conveyed to Frank Grasser by John Walker and wife by deed dated May 21, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 26, folio 394.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 15th day of December, 1949, by the Circuit Court for Anne Arundel County, in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 28" day of February, 1950, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainants a title free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk.

Filed December 15, 1949

COMPLAINANTS EXHIBIT #1.

829 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland, and the County of Anne Arundel, hereby certify that on October 11-1948, I sold to Steven J. Everd, Margaret, wife, R.F.D. Pasadena, at public auction for the sum of 36 dollars and _ Cents, of which 35.06 Dollars has been paid as a deposit on the property in 3 Dist. described as Lots 32, 33 Block 0, and 34, 35 Block 0 as shown on the plat of Orchard

Beach; Lots 52, 53 Sect T, Glen Burnie Heights and assessed to Wm. B. & Katherine Josenhans.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct. 1948.

JOSEPH H. GRISCUM, SR.'

County Treasurer, Collector.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that on this 11 day of October, 1948, before me, the subscriber a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, Sr., County Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal) William B.Clatanoff,

My Commission Expires May, 1949. Notary Public.

Filed December 15, 1949.

809 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11 1948, I sold to Steven J. Everd & Margaret, wife, R.F.D. Pasadena, at public auction for the sum of 15 Dollars and 00 Cents, of which 9.08 Dollars has been paid as a deposit on the property in 3 District described as Lots 37, 38, 39, 40 Section 77 as shown on the Plat of Green Haven and assessed to Celia Cohen.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

WITNESS my hand and seal, this 11 day of Oct. 1948.

JOSEPH H. GRISCOM, SR.,
County Treasurer- Collector.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify, that on this 11 day of October,1949, before me,the subscriber,a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM,SR., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal) William B. Clatanoff,

My Commission expires May, 1949. Notary Public.

Filed December 15, 1949.

833 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM,SR., County Treasurer; Collector of Taxes for the State of Maryland and for the County of Anne Arundel, hereby certify that on October 11, 1948, I sold to Steven J. Everd & Margaret,wife, Pasadena, at public auction for the sum of $21.00 Dollars and 00 Cents, of which 20.79 Dollars has been paid as a deposit on the property in 3 dis. described as Lot_ 31-32 Sec S as shown on plat of Riviera Beach,A.A.CO. Md. and assessed to Wm.B.Pettit.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sum paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of theActs of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale,must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding can be brought within two years from the date of this certificate.

WITNESS my hand and seal this 11 day of October, 1948.

JOSEPH H. GRISCOM, SR.
County Treasurer- Collector.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify,that on this 11 day of October, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM,SR., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act

WITNESS my hand and seal Notarial.

(Notarial Seal) William Clatanoff,

My Commission expires May 1949. Notary Public

Filed Dec. 15, 1949

825 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that onOctober 11, 1948, I sold to

Steven J. Everd & Margaret, wf. R.F.D. Pasadena, at public auction for the sum of 17 Dollars and - Cents, of which 10.13 Dollars has been paid as a deposit on the property in 3 Dist. described as Lot 190 as shown on the plat of Greenland Beach and assessed to John W. Hancock & Bertha.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption,together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct. 1948.

JOSEPH H. GRISCOM,SR.,
County Treasurer, Collector.

State of Maryland, Anne Arundel County, Sct; S

I hereby certify, that on this 11 day of October, 1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR.,County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

WITNESS MY HAND AND SEAL Notarial.

(Notarial Seal) William B. Clatanoff,

My Commission Expires May, 1949. Notary Public.

Filed Dec. 15", 1949

827 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11-1948, I sold to Steven J. Everd- Margaret wf.,R.F.D. Pasadena, at public auction for the sum of 11 Dollars and - Cents, of which 10.14 Dollars has been paid as a deposit on the property in 3 Dist. described as 1 Lot or 4 Acres McCubbin & Meek Prop. situated at Jacobsville and assessed to Delmer S. Helmick.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon,accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

WITNESS my hand and seal, this 11 day of Oct. 1948.

Joseph H. Griscom, Sr.,

County Treasurer, Collector.

State of Maryland, Anne Arundel County, Sct;

I hereby certify, that on this 11 day of October, 1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, SR., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal)

William B Clatanoff,

My Commission Expires May 1949

Notary Public

Filed Dec. 15, 1949

814

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11-1948, I sold to Steven J. Everd & Margaret wf., R.F.D. Pasadena at public auction for the sum of 12 Dollars and _ Cents, of which 11.63 Dollars has been paid as a deposit on the property in 3 Dist. described as Lots 5-6 Sub. 2 Sect.119 and Lots 1, 2, 3, 4 Sect 119 as shown on the Plat of Green Haven and assessed to Nathan DeGraff.

THE property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct. 1948.

JOSEPH H. GRISCOM, SR.,

County Treasurer, Collector.

State of Maryland, Anne Arundel County, Sct.;

I hereby certify, that on this 11 day of October, 1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, SR., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal)

William B. Clatanoff,

My Commission Expires May, 1949.

Notary Public.

Filed Dec. 15", 1949,

817

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland, and the County of Anne Arundel, hereby certify that on October 11-1948, I sold to Steven

J.Everd -Margaret wf., R.F.D. Pasadena, at public auction for the sum of 20 Dollars and 00 Cents, of which 10.13 Dollars has been paid as a deposit on the property in 3 Dist. described as 1 Lot being part of Lots 30,31,32 Sect. 69 and assessed to Oscar Goldberg.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sum paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon,accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct. 1948.

JOSEPH H. GRISCOM, SR.,

County Treasurer, Collector.

State of Maryland, Anne Arundel County, Sct;

I hereby certify, that on this 11 day of October, 1948,before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, SR., County Treasurer, Treasurer and Collector of taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal) WILLIAM B. CLATANOFF,

My Commission Expires May, 1949. Notary Public.

Filed Dec. 15", 1949

824. CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland, and the County of Anne Arundel, hereby certify that on October 11, 1948, I sold to Steven J. Everd & Margaret,wf., Pasadena R.F.D.,at public auction for the sum of 20 Dollars and 00 Cents, of which 13.87 Dollars has been paid as a deposit on the property in 3 Dist. described as 5 acres situated at Earleigh Heights on Benfield Road near Whitneys and assessed to Frank Grasser.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal,this 11 day of Oct.,1948.

JOSEPH H. GRISCOM, SR.,

County Treasurer, Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) William B. Clatanoff,

My Commission Expires May 1949. Notary Public.

Filed Dec. 15", 1949.

ORDER TO REISSUE SUMMONS

Mr. Clerk:

Please reissue summons for the following respondents in the above-entitled case:

1. Katherine Josenhans
1610 North Monroe Street
Baltimore, 17, Maryland

2. Elizabeth D. Josenhans
3918 Woodridge Avenue
Baltimore, Maryland.

3. Emma O. Josenhans
3918 Woodridge Avenue
Baltimore, Maryland,

4. Medora M. Josenhans
3918 Woodridge Avenue
Baltimore, Maryland

5. Celia Cohen
28 South High Street
Baltimore, Maryland

6. William P. Pettit
505 Pershing Drive
Silver Spring, Maryland

7. John W. Hancock
Greenland Beach
Pasadena, Maryland

8. Bertha Hancock
Greenland Beach
Pasadena, Maryland

9. Delmer Samuel Helmick
Marley Park
Glen Burnie, Maryland

10. Oscar Goldberg
3061 Frederick Avenue
Baltimore, Maryland

11. Elsie S. Goldberg
3061 Frederick Avenue
Baltimore, Maryland.

12. Frank Grasser
2516 Emerson Street
Baltimore, Maryland

Albert J. Goodman,

12 Church Circle, Annapolis, Maryland.
Solicitor for Complainants.

Filed January 23, 1950

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Third Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the complainants in this proceeding:

A. All those six lots of ground situate, lying and being in the Third Election District of Anne Arundel County, and known as Lots Nos. 32, 33, 34, and 35,in Block O, as shown on the plat of Orchard Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat_W.N.W. No. 2, folio 26; and Lots Nos. 52 and 53, in Section T, as shown on the plat of Glen Burnie Heights, which plat is recorded among the Plat Records of said county; and being the same property which was conveyed to William B. Josenhans and Katherine Josenhans, his wife, by James A. Walton County Treasurer, by deed dated December 30, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 323, folio 86, See also deed dated October 1, 1919 from the Workmen's Cooperative Realty Company,Incorporated, to George William Schneider and recorded in Liber W.N.W. No. 70, folio 464, and deed dated August 1, 1924, from the Waterview Land Company to Elizabeth D. Josenhans and recorded in Liber W.N.W. No. 95, folio 196 and deed dated August 1, 1924, and recorded in Liber W.N.W.

No. 95, folio 181, from the Waterview Land Company to Emma O. Josenhans, et al.

B. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 37, 38, 39 and 40, in Section 77, as shown on the plat of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1,Rod D-9 Plat 346, and being the same property which was conveyed to Samuel Cohen and Celia Cohen, his wife, by the Maryland Title Guarantee Company by deed dated July 14, 1928,and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 91, folio 465. See also deed from Thomas W. Davis, County Treasurer, et al to Celia Cohen, dated October 1, 1946 and recorded in Liber J.H.H. No. 366, folio 472.

C. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and being known as Lots Nos. 31 and 32, in Section S, as shown on the plat of Riviera Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W . No. 2, folio 62; and being the same property which was conveyed to William B. Pettit by the Riviera Beach Development Company by deed dated July 21, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 112, folio 267.

D. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot,No. 190, as shown on the plat of Greenland Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 1; and being the same property which was conveyed to John W. Hancock and wife by George L. Moore and wife by deed dated November 17, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 350. folio 158.

E. All that tract or parcel of land containing four acres, more or less,situate lying and being in the Third Election District of Anne Arundel County near Jacobsville and being the same property which was conveyed to Delmar Samuel Helmick by Irvin S. Rossi and wife by deed dated March 31, 1945, and recorded among the Land Records of Anne Arundel County in Liber J H.H. No. 361, folio 379.

F. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 1,2,3,4,5,and 6, in Section 119, as shown on the plat of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod D--9, Plat 346; and being the same lots of ground which were conveyed to Nathan C. DeGraff by Steven J. Everd and wife by the following two deeds:(1) deed dated March 8, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 161, folio 29, conveying Lots Nos 5 and 6, and (2) deed dated September 3, 1940 and recorded in Liber J.H.H. No. 223, folio 336, conveying Lots Nos. 1,2,3 and 4.

G. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as part of Lots Nos. 30, 31 and 32, in Section 69, as shown on the plat of Outing Park, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod C-2, Plat 102; and being part of the same property which was conveyed to Oscar Goldberg and wife by the following two deeds from Karl W. Karlson: (1) deed dated May 14, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No 180,folio 369, conveying Lot No. 32 and (2) deed

dated March 9, 1936, and recorded in Liber F.A.M. No. 148, folio 315, conveying Lots Nos. 30 and 31.

H. All that tract or parcel of land containing five acres, situate, lying and being in the Third Election District of Anne Arundel County on Benfield Road, Earleigh Heights, near Whitney's, and described as follows:

Beginning for the same at the southwest corner of a lot of ground conveyed to Charles Ernst by David Fetter and wife; thence bounding on Plimhimmon Road, south 22 degrees 520 feet to the center of the Mill Road; thence bounding on the center of the Mill Road easterly 420 feet; thence north 26½ degrees east 520 feet to the fourth line of the land conveyed to the aforesaid Charles Ernst; thence bounding on the aforesaid line north 71-3/4 degrees west 422 feet to the place of beginning; containing five acres of land, more or less.

And being the same property which was conveyed to Frank Grasser by John Walker and wife by deed dated May 21, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 26, folio 394.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 15th day of December, 1949, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 28th day of February, 1950, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainants a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3RD, CLERK.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk.

4

Filed February 8, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 16,1950

We hereby certify, that the annexed Order of Publication Eq, # 9853 STEVEN J. EVERD was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County,once a week for 4 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 6863

by R. L. Brown.

Filed February 8, 1950

ORDER TO REISSUE SUMMONS

Mr. Clerk:

Please reissue summons for the following respondents:

1. William B. Pettit
   505 Pershing Drive
   Silver Spring, Maryland.

2. John W. Hancock and Bertha Hancock, his wife,
   Greenland Beach
   Pasadena, Maryland.

3. Delmer Samuel Helmick
   Marley Park
   Glen Burnie, Maryland

Albert J. Goodman,
12 Church Circle,Annapolis,Maryland.
Solicitor for Complainants.

Filed February 25, 1950

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of March,1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, who, being duly sworn according to law, deposed and said as follows:

FIRST: That he is the solicitor for the complainants in the above-entitled case.

SECOND: That before filing the bill of complaint in said case, an effort was made to determine the proper addresses of the above-named respondents and whether or not they were deceased.

THIRD: That the last address of the respondents, William B. Josenhans and Katherine Josenhans, his wife, was reported as No. 1610 North Monroe Street, Baltimore 17, Maryland.

FOURTH: That the last address of the respondent, George William Schneider, was reported as No. 119 West Randall Street, Baltimore, Maryland.

FIFTH: That the last address of the respondent, Elizabeth D. Josenhans, was reported as No. 3918 Woodridge Avenue, Baltimore, Maryland.

SIXTH: That the last address of the respondents, Emma O. Josenhans and Medora M. Josenhans, was reported as No. 3918 Woodridge Avenue, Baltimore, Maryland.

SEVENTH: That the last address of the respondent, Celia Cohen, was reported as No. 28 South High Street, Baltimore, Maryland.

EIGHTH: That the last address of the respondent, William B. Pettit, was reported as No. 505 Pershing Drive, Silver Spring, Maryland.

NINTH: That the last address of the respondents, John W. Hancock and Bertha Hancock, his wife, was reported as Greenland Beach, Pasadena, Maryland.

TENTH: That the last address of the respondent, Delmer Samuel Helmick, was reported as Marley Park, Glen Burnie, Maryland.

ELEVENTH: That the last address of the respondent, Nathan C. DeGraff, was reported as No. 2423 Pine Street, Philadelphia, Pennsylvania.

TWELFTH: That the last address of the respondents, Oscar Goldberg and Elsie S. Goldberg, his wife, was reported as No. 3061 Frederick Avenue, Baltimore, Maryland.

THIRTEENTH: That the last address of the respondent, Frank Grasser, was reported as No. 2516 Emerson Street, Baltimore, Maryland.

FOURTEENTH: That letters enclosing copies of the complainants' bill of complaint were mailed to each of the said respondents on December 16, 1949, some of which were returned with notations affixed thereon as follows:

Elizabeth D. Josenhans--"unclaimed"

Emma O. Josenhans--"unclaimed"

Medora M. Josenhaus--"unclaimed"

Celia Cohen--"unclaimed"

Mr. and Mrs. John W. Hancock--"unknown"

Delmer Samuel Helmick--"moved, address unknown"

Mr. and Mrs. Oscar Goldberg--"unclaimed"

Frank Grasser--"moved, address unknown".

These letters are attached hereto and marked as Affiant's Exhibits Nos. 1, 2, 3, 4, 5, 6, 7 and 8 respectively.

FIFTEENTH: That letters addressed to William B. Josenhans and Katherine Josenhans, his wife; George William Schneider; William B. Pettit; Nathan C.DeGraff; were not returned and, therefore, assumed delivered either to the addresses or members of their families.

SIXTEENTH: That George William Schneider was returned "mortimus est."

SEVENTEENTH: That the respondents, William B. Josenhans and Katherine Josenhans, his wife; Elizabeth D. Josenhans; Emma O. Josenhans; Medora M. Josenhans; Celia Cohen; William B. Pettit; John W. Hancock and Bertha Hancock, his wife; Delmer Samuel Helmick; Oscar Goldberg and Elsie S. Goldberg, his wife; and Frank Grasser were twice returned "non est".

EIGHTEENTH: That he can find no better addresses for said respondents.

NINETEENTH: That no further action having been taken by any of the parties in interest, he assumes they do not intend to oppose this suit.

Albert J. Goodman, Affiant.

(Notarial Seal)

Grace R. Hartge, Notary Public.

Filed March 2", 1950.

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the "Maryland Gazette", a newspaper printed and published in Anne Arundel County, Maryland, and the respondents having failed to appear either in person or by solicitor and answer the bill of complaint filed against them,

It is thereupon, this 3rd day of March, 1950, 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 respondents.

Benjamin Michaelson, Judge.

Filed March 3", 1950

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 that the same have been conducted in substantial compliance with the provisions of Section 89I to 90P of Article 81 of the Annotated Code of Maryland(1943 Supplement).

It is thereupon this 4th day of April, 1950, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed:

1. That all rights of redemption of the respondents or of anyone claiming by,from or under them or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to Steven J. Everd and Margaret Everd,his wife, on the 11th day of October, 1948, for the non-payment of taxes, be, and the same are hereby, barred and foreclosed.

2. That an absolute and indefeasible title in fee simple to said property, free and clear of all alienation and defense occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same is subject) ,is hereby vested in the complainants.

3. That upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying

said property to the complainants.

4. That the complainants shall pay the costs of these proceedings.

Benjamin Michaelson,

Judge.

Filed April 4, 1950.

IN THE MATTER OF THE SALE OF	:	No. 9870 EQUITY
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
FRANK R. FOSTER, and	:	ANNE ARUNDEL COUNTY.
THERESA FOSTER, his wife.	:	

: : : : : : :

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause and oblige.

Irving H. Mezger,

Attorney named in Mortgage.

FILED Jany. 5", 1950

M O R T G A G E

No Stamps Required.

THIS MORTGAGE, Made this 19th day of November, in the year one thousand nine hundred and forty-five, between Frank R. Foster and Theresa Foster, his wife, of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate, duly incorporated, Mortgagee,

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Seventeen hundred ($1700.00) Dollars; being part of the purchase price of the hereinafter described property; the due 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 with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Twenty-eight dollars and fifteen cents ($28.15) commencing on the tenth day of December, 1945, and on the tenth day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Third Election District of Anne Arundel County, aforesaid, and described as follows:

BEING known and designated as Lots Nos. Seven hundred and fifty-five (755), Seven hundred and fifty-six (756), Seven hundred and fifty-seven (757) Seven hundred and fifty-eight (758), Seven hundred and fifty-nine (759) ,Seven hundred and sixty (760), Seven hundred and sixty-one (761), and Seven hundred and sixty-two (762) as laid out on the plat of Magothy Beach, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 15.

BEING the same lots of ground which by two deeds of even date, and recorded, or intended to be recorded, among the Land Records of Anne Arundel County, immediately prior hereto, were granted and conveyed to the said mortgagors, one being from the Magothy Homestead Corporation, a body corporate, and William J. Koppleman, et ux, and the other being from William J. Koppleman, et ux.

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

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee-simple.

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 keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) to pay monthly on or before the tenth day of each and every month the sum of three (3.00) Dollars for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns are 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; (3) 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; (4) 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; (5) That should the title to the herein mortgaged property be acquired by any person,persons, partnership or corporation, other than the mortgagors, by voluntary 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; (6) 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 the said mortgagors, consent that a decree may be passed for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), 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 by said mortgagee, its successors or assigns, or by Irving H. Mezger, their duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers therein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure 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; (2) To the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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: Frank R. Foster (SEAL)

Katherine E. Wich Theresa Foster (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Frank R. Foster and Theresa Foster, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, President of the within named corporation, Mortgagee, personally

known to me, 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) Katherine E. Wich,

My Commission Expires May 5th, 1947. Notary Public

Filed January 5", 1950

B O N D

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Irving H. Mezger of Park Ave. Building,Park Ave. & Saratoga Street, Baltimore, Maryland, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and no/100 ($1,000.00) Dollars, to be paid to the said State, or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally by these presents, sealed with our seals, and dated this 11th day of January in the year of our Lord nineteen hundred and Fifty.

WHEREAS, the above bounden Irving H. Mezger by virtue of a power contained in mortgage from Frank R. Foster and Theresa Foster, his wife, to Arundel Federal Savings & Loan Association of Baltimore City dated November 19, 1945 and recorded in Liber J.H.H. No. 345, folio 140, etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Irving H. Mezger is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said 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 — By Irving H. Mezger (SEAL)

in the presence of — MARYLAND CASUALTY COMPANY

Janet C. Maisel — By Vandervoort Rand

Witness: — Attorney-in-Fact.

Margaret E. Walter (Corporate Seal)

Filed and Approved this 12" day of January, 1950.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE,to wit:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of said State, in and for the said County, personally appeared George F. Hawkins, Executive Vice-President of the Arundel Federal Savings and Loan Association, and made oath in due form of law that he knows the Defendant herein, and that to the best of his knowledged, information and belief-

(1) said Defendants are not in the military service of the United States,

(2) said Defendants are not in the military service of any nation allied with the United States.

(3) said Defendants have not been ordered to report for induction under the Selective Training and Service act of 1940 as amended.

(4) said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Arundel Federal Savings and Loan Association of Baltimore City,

(Corporate Seal) By Geo. F. Hawkins,

Executive Vice-President.

Subscribed and sworn to before me this 3rd day of February, 1950.

(Notarial Seal) Janet C. Maisel, Notary Public

Filed February 4", 1950.

STATEMENT OF MORTGAGE CLAIM.

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from Frank R. Foster and Theresa Foster, his wife, to the said Arundel Federal Savings and Loan Association of Baltimore City, dated November 19th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 345, Folio 140, etc.

Balance due on Mortgage debt, including

interst for the month of February, 1950 - - $ 796.17

Henry C. Bourke, Jr., Treasurer,
Arundel Federal Savings and Loan
Association of Baltimore City.

(Corporate Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 3rd day of February, 1950, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Henry C. Bourke, Jr., Treasurer of the said Arundel Federal Savings and Loan Association of Baltimore City, and he made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining unpaid.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Janet C. Maisel,

My Commission expires May 7th, 1951. Notary Public.

Filed February 4, 1950.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the Mortgage from Frank R. Foster and Theresa Foster, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed is these proceedings, respectfully shows;

That under the power and authority granted in said mortgage to make sale of the fee-simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland said Irving H. Mezger, Attorney named in Mortgage, did pursuant of said notice on Saturday, February 11th, 1950, at 2:15 o'clock p.m. attend on the premises and then and there sold at Public Auction, all that lot of ground located in the Third Election District, Anne Arundel County, and more particularly described in said mortgage, together with the improvements thereon in fee simple, to Carl Jarrell and Sallie Jarrell, his wife, at and for the sum of Twelve Hundred ($1200.00) Dollars,

the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to to adjusted to date of sale.

Irving H. Mezger

Attorney named in Mortgage.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 14th day of February, in the year 1950 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irving H. Mezger, Attorney, named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Janet C. Maisel,

My Commission Expires May 7th, 1951. Notary Public.

Filed Feby. 15, 1950.

ORDER NISI

ORDERED, this 15" day of February, 1950, That the sale of the property mentioned in these proceedings made and reported by Irving H. Mezger, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, UNLESS CAUSE TO THE CONTRARY THEREOF BE SHOWN ON OR BEFORE THE 18" 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 18" day of March next.

The report states that the amount of sales to be $1200.00.

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

John H. Hopkins, 3rd, Clerk.

Filed February 15", 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 18, 1950.

We hereby certify, that the annexed ORDER NISI-EQ.,# 9870 Sale- FRANK R. FOSTER 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 March, 1950. The first insertion being made the 22nd day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG.5380 By R. L. Brown.

Filed March 24, 1950.

FINAL ORDER

ORDERED BY THE COURT, This 12th day of April, 1950, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, A. J.

Filed April 12, 1950

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Irving H. Mezger, Attorney named in Mortgage, of the Mortgage of Frank R. Foster and Theresa Foster, his wife, to the Arundel Federal Savings and Loan Association

of Baltimore City, filed in these proceedings, respectfully shows:

That on the 15th day of February, 1950, your Petitioner filed the Report of Sale in the above entitled cause wherein there is reported that the said property subject to these foreclosure proceedings was sold to Carl Jarrell and Sallie Jarrell, his wife, whereas in fact the said Carl Jarrell and Sallie Jarrell are son and mother and have requested your Petitioner to make the Deed of conveyance to them, the said Carl Jarrell and Sallie Jarrell, purchasers, as joint and not as tenants in common.

Wherefore your Petitioner prays that an Order of this Honorable Court be passed authorizing and empowering him to make the Deed of conveyance to the said purchasers, Carl Jarrell and Sallie Jarrell, as joint tenants and not as tenants in common.

Irving H. Mezger,
Attorney named in Mortgage

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 23rd day of February, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Janet C. Maisel,

My Commission Expires May 7th, 1951. Notary Public.

Filed February 24", 1950

ORDER OF COURT

Upon the foregoing Petition and Affidavit, it is hereby ORDERED this 24th day of February, 1950, by the Circuit Court of Anne Arundel County in Equity, that Irving H. Mezger, Attorney named in Mortgage be and he is authorized and empowered to prepare and deliver a Deed of conveyance of the fee simple property mentioned in these foreclosure proceedings unto Carl Jarrell and Sallie Jarrell, as joint tenants and not as tenants in common, after ratification of said sale, and upon payment in full of the purchase price.

BENJAMIN MICHAELSON, Judge.

Filed February 24", 1950.

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 17, 1950,

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Frank R. Foster and Theresa Foster, his wife in ac.

To Attorney for Commissions, viz:	66.00	
To Attorney for Fee, viz:	50.00	116.00
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	23.00	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
Maryland Casualty Co. - bond premium	10.00	
E. T. Newell & Co.,-auctioneer's fee	28.83	
One-half Federal revenue stamps	.83	
One-half State revenue stamps	.82	
Janet C. Maisel- notary fees	2.00	75.48
To Attorney for Taxes, viz:		
1950 State and County taxes ($28.34-adj.)	3.23	3.23
To Arundel Federal Savings & Loan Assn. of Baltimore		
City, mortgagee -in full for mortgage claim filed	796.17	796.17
To Frank R. Foster and Theresa Foster, his wife.		
mortgagors- this balance	171.37	171.37
	6	1,200.00
with Irving H.Mezger,Attorney named in mortgage		Cr.
1950 Feb.11 Proceeds of Sale	1,200.00	1,200.00
		1,200.00

Filed April 20,1950

ORDER NISI

ORDERED, This 20" day of April, 1950, 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 22" 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 weeks before the 22" day of May, next.

John H. Hopkins, 3rd, Clerk.

Filed April 20, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 22, 1950

We hereby certify that the annexed Order Nisi,-Eq., #9870 AUDITOR'S ACCOUNT -FRANK R. FOSTERwas 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 May,1950. The first insertion being made the 26th day of April, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

No.MG. 5299. By R. L. Brown.

Filed May 22, 1950.

Final Order

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 23rd day of May,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,

A. J.

Filed May 23, 1950.

No. J.H.H. No. 67 Equity

IN THE MATTER OF THE SALE OF	:	NO. 9819 EQUITY
THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
WILLIAM E. RADCLIFFE and	:	
ALICE C. RADCLIFFE, his wife.	:	ANNE ARUNDEL COUNTY

: : : : : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige,

Irving H. Mezger,

Attorney Named in Mortgage

Filed Oct. 29", 1949

M O R T G A G E

$3.30 Stamps Required.

THIS MORTGAGE, Made this 21st day of January-,in the year one thousand nine hundred and forty-eight, between William E. Radcliffe and Alice C. Radcliffe, his wife, of the County of Anne Arundel, in the State of Maryland, Mortgagors, and the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Twenty-eight hundred ($2800.00) Dollars; the due 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 with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Thirty-one Dollars and Nine Cents ($31.09) commencing on the tenth day of March, 1948, and on the tenth day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all those four lots of ground situate and lying in the Third Election District of Anne Arundel County, aforesaid, and described as follows:

BEING known and designated as Lots Nos. Six Hundred and Twenty (620), Six Hundred and Twenty-one (621), Six Hundred and Twenty-Two (622), and Six Hundred and Twenty-three (623), as shown on Plat of Magothy Beach, recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4, folio 15, now recorded in Cabinet 1, Rod A-4, Plat 15.

BEING the same lots of ground which by deed dated December 28th, 1945, and recoeded among the Land Records of Anne Arundel County in Liber J.H.H. No. 349, folio 23, etc., were granted and conveyed by the Magothy Homestead Corporation, a body corporate, to William E. Radcliffe and Alice M. Radcliffe, his wife, the said Alice M. Radcliffe having departed this life on the tenth day of May, 1946, in the City of Baltimore,State of Maryland, and the said William E. Radcliffe having since remarried Alice C.Radcliffe.

TOGETHER with the improvements thereon and the rights and appurtenances thereto

belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee-simple, subject, however, to the restrictions set forth in the deed from the Upper Magothy Beach Corporation to Sam Sragovitz, recorded among the Land Records aforesaid in Liber W.M.B. No. 23, folio 495, etc.,

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 reprentatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other 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 liens thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on or before the tenth day of each and every month the sum of Six ($6.00) Dollars for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns are 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 sale. (3) 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; (4) 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; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary 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; (6) 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 the said mortgagors, consent that a decree may be passed for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), 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 by said mortgagee, its successors or assigns, or by Irving H. Mezger, their duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924), Public General Laws, or under any other General or Local Laws of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers therein granted, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure 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; (2) To the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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: William E. Radcliffe (SEAL)

H. Allen Mezger Alice C. Radcliffe (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 21st day of January-, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William E. Radcliffe and Alice C. Radcliffe, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, President of the within named corporation, Mortgagee, personally known to me, 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) H. Allen Mezger, Notary Public

My Commission Expires May 2nd, 1949.

Recorded January 23rd, 1948,at 10-45 A.M.

Liber J.H.H. No. 452, folio 546 Land Records of A. A. Co.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That We Irving H. Mezger of Park Ave.,Building, Park Ave. & Saratoga Street, Baltimore, Maryland and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand and 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, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of January in the year of our Lord nineteen hundred and Fifty.

WHEREAS, the above bounden Irving H. Mezger by virtue of a power contained in mortgage from William E. Radcliffe and Alice C. Radcliffe, his wife,to Arundel Federal Savings & Loan Association of Baltimore City dated January 21, 1948 and recorded in Liber J.H.H. No. 452 folio 546 etc., one of the Land Record Books of Anne Arundel County is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said Irving H. Mezger is about to execute the power vested in him in said mortgage;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said 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
Janet C. Maisel
Margaret E. Walter

By Irving H. Mezger (SEAL)
MARYLAND CASUALTY COMPANY
By Vandervoort Rand
Attorney in Fact. (CORPORATE SEAL)

Filed and Approved this 12" day of January, 1950.

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That, before me, the subscriber, a Notary Public of said State, in and for the said County, personally appeared George F. Hawkins, Executive Vice-President, of the Arundel Federal Savings and Loan Association, and made oath in due form of law that he knows the Defendants herein, and that to the best of his knowledge, information and belief,

(1) said Defendants are not in the military service of the United States,

(2) said Defendants are not in the military service of any nation allied with the United States,

(3) said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

(4) said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service,

(Corporate Seal)
Subscribed and sworn to before
me this 3rd day of February,1950.

Arundel Federal Savings and Loan
Association of Baltimore City.
Geo. F. Hawkins, Executive Vice-President.

Janet C. Maisel , Notary Public (Notarial Seal)

Filed February 4", 1950.

J.H.H. No. 67 Equity

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from William E. Radcliffe and Alice C. Radcliffe, his wife, to the said Arundel Federal Savings and Loan Association of Baltimore City, dated January 21st, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 452, Folio 546, etc.,

Balance due on mortgage debt, including interest
for the month of February, 1950- - - - $2993.58

Henry C. Bourke, Jr., Treasurer
Arundel Federal Savings and Loan
Association of Baltimore City,

(Corporate Seal)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 3rd day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry C. Bourke, Jr., Treasurer of the said Arundel Federal Savings and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim due under the mortgage filed in said cause now remaining unpaid.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Janet C. Maisel,

My Commission Expires May 7th, 1951. Notary Public

Filed February 4", 1950

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the Mortgage from William E. Radcliffe and Alice C. Radcliffe, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee-simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said Irving H. Mezger, Attorney named in Mortgage, did pursuant of said notice on Saturday, February 11th, 1950, at 2:00 o'clock p.m., attend on the premises and then and there sold at Public Auction, all that lot of ground located in the Third Election District , Anne Arundel County, and more particularly described in said mortgage, together with the improvements thereon, in fee-simple, to Ralph B. Miller and Ralph J. Miller, at and for the sum of Thirty-four Hundred ($3400.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mizger,

Attorney named in Mortgage.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 14th day of February, in the year 1950, before me,

the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Janet C. Maisel,

My Commission Expires May 7th, 1951. Notary Public.

Filed February 15", 1950

ORDER NISI

ORDERED, this 15" day of February, 1950, That the sale of the property mentioned in these proceedings made and reported by Irving H. Mezger, Attorney named in mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18" 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 18" day of March next. The report states that the amount of sales to be $3400.00.

John H. Hopkins, 3rd, Clerk.

Filed February 15, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1950.

We hereby certify, that the annexed Order Nisi Eq.#9819 Sale -WILLIAM E. RADCLIFFE 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 th 18th day of March, 1950. The first insertion being made the 22nd day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 5379. By R. L. Brown

Filed March 20, 1950

FINAL ORDER

ORDERED BY THE COURT,This 21st day of March, 1950 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 March 21, 1950.

CERTIFIED COPIES OF JUDGMENT DOCKET ENTRIES.

Ethel L. Eyerly t/a	:	No. 2022 Law
Eyerlys Variety Store,	:	IN THE CIRCUIT COURT
vs	:	FOR
William E.Radcliffe and	:	ANNE ARUNDEL COUNTY.
Alice Radcliffe.	:	

1950 December 27 Declaration Account Plaintiffs Motion for Summary Judgment, Notice to Defendants Affidavit, filed summons issued and copy of Declaration, Account Plaintiffs Motion for Summary Judgment Account notice to Defendants and Affidavit Delivered to Sheriff to be served;summoned Defendants William Radcliff_ and Alice Radcliff_ December 29th,1949, and

a copy of Declaration, Motion for summary Judgment notice to Defendants Affidavit and writ left in their hands, 1950 Feby 17th Motion for Judgment by default fd. 1950 March 10 Double Probate fd. 1950 March 14th Double Probate fd. 1950 March 14 Motion granted, same day Judgment by default extended in favor of the Plaintiff for the sum of Four hundred and seventy four dollars and fifteen cents ($471.15) current money damages, assessed by the Court with interest from date of Judgment until paid and costs of suit, 1950 March 15th, Order for Fi Fa fd fi fa issued to April Term 1950.

Copy paid $1.00 by H.K.H. Plaintiff's cost $12.90

Defendant's cost 2.50

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 15th day of March, 1949.

(Court Seal)

John H. Hopkins, 3rd,

Clerk of the Circuit Court for Anne Arundel County,

Filed March 15, 1950

PETITION OF JUDGMENT CREDITOR FOR ALLOWANCE OF CLAIM

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Petition of Ethel L. Eyerly, T/A Eyerly's Variety Store, respectfully shows:

(1) That your Petitioner is the holder of a Judgment against the said William Radcliff_ and Alice Radcliff_, in the amount of Four Hundred Seventy-One Dollars and Fifteen Cents, plus interest from March 14, 1950, and costs of Eleven Dollars Fifty Cents ($11.50) a Certified copy of which is attached hereto and prayed to be taken as a part hereof.

(2) That heretofore, on the 11th. day of February, 1950, the said real property of the said William and Alice Radcliff was sold, for the sum of Thirty-Four Hundred Dollars, as fully appeared in the record of these proceedings.

(3) That your Petitioner entered suit against the said William and Alice Radcliff, subsequent to the date of the Mortgage, but prior to the sale of the property, and obtained Judgment as aforesaid; and that after the payment of the mortgage debt, expenses of the sale and of these proceedings, and all prior items, there will be a net surplus standing to the credit of the said Mortgagors.

WHEREFORE, your Petitioner prays Your Honor to pass an Order herein, directing the Auditor, in stating her account in this case, to allow the claim of your Petitioner.

Hugh K. Holmes,

Solicitor for Petitioner.

Filed March 15, 1950

ORDER

UPON THE FOREGOING PETITION, it is this 16th day of March, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that the claim of the said

Petitioner, Ethel L. Eyerly T/A Eyerly's Variety Store, in the amount of Four Hundred Seventy-One Dollars and Fifteen Cents, plus interest from March 14,1950, and costs of Eleven Dollars Fifty Cents ($11.50) or so much thereof as may be remaining after the payment of the mortgage debt, expenses of the sale and these proceedings, and all prior liens, be allowed as prayed; and the Auditor is hereby directed, in stating her account, to allow said claim, or so much thereof as there are remaining funds available for, as aforesaid, in this case.

Benjamin Michaelson, Judge.

Filed March 16", 1950.

PETITION

The Petition of Irving H. Mezger, Attorney named in Mortgage, of the Mortgage from William E. Radcliffe and Alice C. Radcliffe, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, represents unto your Honor :

That on the 11th day of February, 1950, the said Irving H. Mezger, Attorney Named in Mortgage,named in these proceedings, in compliance with all previous requisites did sell the fee simple property known as Lots Nos. 620, 621, 622, and 623, Magothy Beach, Third Election District, Anne Arundel County, Maryland, and more fully described in a Mortgage hereinbefore referred to, unto the purchasers, Ralph B. Miller and Ralph J. Miller, said purchasers being then and there the highest bidder at said sale.

The Report of Sale was finally ratified and confirmed on the 21st day of March,1950.

That since the date of the ratification of the Report of Sale, the said Irving H.Mezger, Attorney Named in Mortgage, has attempted to obtain possession of the said premises but has been unable to do so because the said William E. Radcliffe and Alice C. Radcliffe,his wife, have neglected, failed and refused to vacate the said premises and continue to remain in possession thereof; and therefore your Petitioner is unable to deliver possession of the premises and the said purchasers herein referred to have refused to consummate the settlement for said property until such time as they can be assured of possession of the same.

Wherefore your Petitioner prays that an Order be passed directed to the said William E. Radcliffe and Alice C. Radcliffe, his wife, to come unto this Honorable Court to show cause why they should not be required to give possession of said premises.

And, as in duty bound, etc.,

Irving H. Mezger,

Attorney named in Mortgage.

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That of this 20th day of March, in the year one thousand nine hundred and fifty, before me, the subscriber,a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irving H. Mezger, Attorney Named in Mortgage, known to me, to be the person whose name is subscribed to the foregoing Petition, and he acknowledged the matters and facts set forth in the aforegoing Petition to be true and correct.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Janet C. Maisel,

My Commission Expires May 7th, 1951. Notary Public

Filed March 22, 1950.

ORDER.

ORDERED by the Circuit Court for Anne Arundel County this __ day of March 1950, upon

the foregoing Petition and Affidavit, the said William E. Radcliffe and Alice C. Radcliffe, his wife, upon being served a copy of this Order, be required to vacate and deliver the said fee simple property known as Lots Nos. 620, 621, 622, and 623, Magothy Beach, Third Election District, Anne Arundel County, Maryland, unless cause to the contrary be shown by William E. Radcliffe and Alice C. Radcliffe, his wife, on or before the __ day of March, 1950, provided a copy of this Petition, and Order be served on the said William E. Radcliffe and Alice C. Radcliffe, his wife, on or before the ____ day of March, 1950.

PETITION

The Petition of Ralph B. Miller and Ralph J. Miller, by Mezger and Mezger, their Solicitors, respectfully represents unto this Honorable Court:

That on the 11th day of February, 1950, the said Irving H. Mezger,Attorney named in Mortgage, in these proceedings, in compliance with all previous requisites did sell the fee simple property known as Lots Nos. 620, 621, 622, and 623, Magothy Beach, Third Election District, Anne Arundel County, Maryland, and more particularly described in a Mortgage heretofore exhibited in these proceedings, unto the purchasers, Ralph B. Miller and Ralph J. Miller, said purchasers being then and there the highest bidders at said sale.

The Report of Sale was finally ratified and confirmed on the 21st day of March 1950.

That your Petitioners have paid the purchase price unto the said Irving H. Mezger, Attorney named in the Mortgage and have received therefore a duly executed Deed conveying to them a fee simple title to said property.

That since the date of the ratification of the Report of Sale, your Petitioners have attempted to obtain possession of the said premises but have been unable to do so because the said William E. Radcliffe and Alice C. Radcliffe, his wife, have neglected, failed and refused to vacate the said premises and continue to remain in possession thereof; and therefore your Petitioners are unable to obtain possession of the premises to which they are legally entitled.

Wherefore your Petitioners pray that an Order be passed directed to the said William E. Radcliffe and Alice C. Radcliffe, his wife, to come unto this Honorable Court to show cause why they should not be required to give possession of said premises,

And, as in duty bound, etc.

MEZGER AND MEZGER — Ealph B. Miller

By H. Allen Mezger — Ralph J. Miller

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 6th day of April, in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ralph B. Miller and Ralph J. Miller known to me,(or satisfactorily proven) to be the persons whose names are subscribed to the within Petition, and they acknowledged the matters and facts set forth in the aforegoing Petition to be true and correct.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) — Janet C. Maisel,

Notary Public.

My Commission Expires May 7th, 1951.

ORDER

ORDERED by the Circuit Court for Anne Arundel County this 6th day of April,1950, upon the foregoing Petition and Affidavit, the said William E. Radcliffe and Alice C. Radcliffe, his wife, upon being served a copy of this Order, be required to vacate and deliver the said fee simple property known as Lots Nos. 620, 621, 622, and 623, Magothy Beach, Third Election District, Anne Arundel County, Maryland, unless cause to the contrary be shown by William E. Radcliffe and Alice C. Radcliffe, his wife, on or before the 22nd day of April, 1950, provided a copy of this Petition, and Order be served on the said William E. Radcliffe and Alice C. Radcliffe, his wife, on or before the 12th day of April,1950.

Benjamin Michaelson, - -.

Filed April 6, 1950.

SHERIFF'S OFFICE
ANNE ARUNDEL COUNTY.
Charles M. Russell,Sr.,Sheriff.
Annapolis, Md.

Copy of Petition, affidavit and Court Order left in hands of William E. Radcliffe and Alice C. Radcliffe this 8th day of April 1950.

Charles M. Russell,

Sheriff's costs $2.90

Sheriff Anne Arundel County
Per T. Raynor.

4

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 17, 1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William E. Radcliffe and Alice C. Radcliffe, his wife,

		in ac.
To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	132.00	182.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	13.50	42.25
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	21.00	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
Maryland Casualty Co.-bond premium	12.00	
E. T. Newell & Co.-auctioneer's fee	28.82	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.92	
Janet C. Maisel- notary fees	2.00	77.67
To Attorney for Taxes, viz:		
1950 State and County Taxes ($28.06,adj.)	3.21	3.21
To Arundel Federal Savings & Loan Ass'n of Baltimore City,mortgagee-in full for mortgage claim filed	2,993.58	2,993.58

To Ethel L. Eyerly, trading as Eyerly's Variety Store, judgment creditor-this balance on account judgment claim,as per order of Court of 3/16/50,in #2022 Law, viz:

Debt -	$471.15		
Interest-3/14/50-4/14/50	4.71		
Costs	12.90		
Fi Fa.	2.50		
	$490.36	101.29	101.29
			3,400.00

WITH Irving H. Mezger, A torney named in Mortgage — Cr.

1950 Feb. 11. Proceeds of Sale	3,400.00	3,400.00
		3,400.00

Filed April 20, 1950

Order Nisi

ORDERED, This 20" day of April,1950, 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 22" 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 22" day of May, next.

John H. Hopkins, 3rd, Clerk.

Filed April 20, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 22, 1950.

We hereby certify that the annexed Order Nisi- Eq. #9819-Auditor's Account- William E. Radcliff_ 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 May, 1950. The first insertion being made the 26th day of April, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 5300. By R. L. Brown.

Filed May 22, 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 23d day of May, 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 propertion of interest as the same has been or may be received.

Benjamin Michaelson,

A. J.

Filed May 23", 1950.

ANNA M. PHIPPS 17 N. Cherry Grove Ave., Annapolis, Maryland,	:	No. 9837 Equity
vs	:	In the Circuit Court
Raymond O. Phipps, c/o Capital Hudson Co., Parole, Maryland.	:	for Anne Arundel County.

BILL OF COMPLAINT.

To the Honorable, the Judge of said Court:

Your Oratrix humbly complaining says:

1. That on or about the 17th day of June, 1930, she and the Defendant were legally married in Alexandria, Virginia.

2. That as husband and wife they acquired the following parcels of land as temants by the entireites, to wit:

(a) All that lot of ground situate, lying and being on the west side of Cherry Grove Avenue and known as Lots Nos. 8 and 9, which was conveyed to Raymond O. Phipps and Anna M. Phipps, his wife, by Frederick Dammeyer and Carrie Dammeyer, his wife, by deed dated March 10th, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 98, folio 465, a certified copy of 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 incorporated herein at length.

(b) Also a lot or parcel of ground located on the north side of the Baltimore, Washington and Annapolis Railroad at Parole which was conveyed to Raymond O. Phipps and Anna M. Phipps, his wife, by Walter W. Riggins and Daisy Riggins, his wife, by deed dated September 6th, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 376, folio 469, a certified copy of said deed being filed herewith as Plaintiff's Exhibit No. 2 and is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated herein at length.

3. That on or about the 28th day of July, 1949, said parties were legally divorced in the Circuit Court for Anne Arundel County, a certified copy of said divorce 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 incorporated herein at length.

4. That each of the said properties is improved so that it cannot be divided in kind without material loss or injury.

5. That just prior to the divorce decree the Plaintiff and Defendant entered into an agreement regarding the distribution of the proceeds arising from the sale of the said properties, a copy of said agreement being filed herewith as Plaintiff's Exhibit No. 4 and is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated herein at length.

To the end, therefore:

1. That a trustee or trustees may be appointed by this Honorable Court to sell the real estate in these proceedings mentioned for the purpose of partition.

2. That the proceeds arising therefrom may be divided in accordance with the agreement of the parties.

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

And as in duty bound, etc.

George B. Woelfel,
Solicitor for Plaintiff,
9-11 School Street,
Annapolis, Md.

Filed Nov. 22", 1949

PLAINTIFF'S EXHIBIT NO. I. DEED.

THIS DEED made this 10th day of March, in the year Nineteen hundred and thirty-two, between Fred Dammeyer and Carrie E. Dammeyer, his wife, of Anne Arundel County, Maryland,

parties of the first part; and Raymond O. Phipps and Anna M. Phipps, his wife, parties of the second part, of Anne Arundel County, Maryland, Witnesseth:

That for and in consideration of the sum of Ten Dollars, current money in hand paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, and for other good and valuable considerations them thereunto moving, the said Fred Dammeyer and Carrie E. Dammeyer, his wife, have bargained and sold, and by these presents do grant and convey unto the said Raymond O. Phipps and Anna M. Phipps, his wife, as tentants by the entireties, their heirs and assigns, in fee simple: All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, designated as lots 8 and 9 on the Plat Records of Anne Arundel County, Liber No._W.N.W. Sec. 3, folio 44, and more particularly described in a survey made by Edward Hall,Jr.,Surveyor, April 2, 1925; that is to say:

BEGINNING for the same at a point on the West Side of Cherry Grove Ave., said point being distant northerly along said side, (581.62) Five Hundred Eighty-one and 62/100 feet from the face of the northerly curb of West Street extended and being distant Five Hundred seventy four (574) feet in a Northeasterly direction from the North Corner of the public road from the City of Annapolis to Camp Parole now called the State Road and Cherry Grove Ave., and running thence with the northwest side of Cherry Grove Ave., in a northeasterly direction for the distance of one hundred and twelve (112) feet; thence at right angle to the said Cherry Grove Avenue in a Northwesterly direction for the distance of one hundred and forty feet (140); thence in a southwesterly direction to the dividing line between lots 7 and 8, as shown on the above mentioned plat; thence at right angles in a southeasterly direction with the dividing line between lots 7 and 8, for a distance of 150 feet to the point of beginning. Subject, However to the following conditions and restrictions:

(1) That the said lots of ground shall never be conveyed, leased or rented to any negro, or persons of the African descent.

(2) that no building or houses including the dwelling house shall be erected on the lots hereby conveyed within twenty-five __ of the property line on Cherry Grove Avenue.

TOGETHER with the buildings and improvements, thereupon erected, made or being made 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 them the said Raymond O. Phipps and Anna M. Phipps, his wife, as tenants by entireties, their heirs and assigns in fee simple;subject nevertheless to the aforementioned conditions and restrictions.

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.

Fred Dammeyer. _____

_____

Carrie E. Dammeyer._____

I hereby certify that on this 10th day of March nineteen hundred and thirty two, before me, the subscriber, a Notary Public, in and for the City of Annapolis, Anne Arundel County,State of Maryland, personally appeared Fred Dammayer and Carrie E. Dammeyer and acknowledged the aforegoing deed to be their act and deed.

(NOTARIAL SEAL) Louis H. Phipps.

Recorded-August-18-1932-2-P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber F.S.R. No. 98, Folio 465 One of the Land Record Books for Anne Arundel County.

In Testimony Whereof,I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 21st day of November A.D., 1949.

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

Filed Nov. 22", 1949

PLAINTIFF'S EXHIBIT NO. 2- DEED.

INT.REV.STAMP $2.75-MD. STATE STAMP $2.50

THIS DEED, Made this 6th day of September, 1946, by and between WALTER W. RIGGINS and DAISY RIGGINS, his wife, parties of the first part, "GRANTORS": and RAYMOND O. PHIPPS and ANNA M. PHIPPS, his wife, parties of the second part, "GRANTEES": all of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Ten Dolars and other good and valuable considerations, the said GRANTORS do grant and convey unto the said Raymond O. Phipps and Anna M. Phipps, his wife, as tenants by the entireties, the survivor of them, his or her heirs and assigns in fee simple, all that parcel of land at Camp Parole, Second Election District of Anne Arundel County, State of Maryland: and described as follows.

BEGINNING for the same at a point in the center line of the old W.B.& A. right of way, said point being located North 70° 45' West 230 feet from where the extension of the northwesternmost line of the conveyance from Randolph Barton et al, to Clara M. Hickox, dated July 1, 1899 and recorded in the Land Records of Anne Arundel County in Liber G.W. 15, folio 52, intersects the center line of the above mentioned right of way, said beginning point also being located on the western side of a proposed 30 foot road and North 70° 45' West 30 feet from where the west line extended, of a 100 foot lot conveyed by Gould to Meredith, March 1912, intersects the center line of said right of way; and running from said beginning point and with the center line of the W. B. & A. right of way, North 70° 45' West, 150 feet to a point; thence North 17° 56' East 33 feet to a pipe; thence continuing the same course, North 17° 56' East 121.55 feet to a pipe; thence at right angles, South 72° 04' East 150 feet to a pipe set on the West side of the aforementioned proposed 30 foot road; thence with the same South 17° 56' West 158 feet to the place of beginning.

BEING a lot located in the southeasternmost corner of the property conveyed by Ridgely P. Melvin and wife, to Walter W. Riggins and Daisy Riggins, his wife, by deed dated April 12, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 46, folio 298, and as surveyed by J. R. McCrone,Jr., Registered Professional Engineer and Land Surveyor in July 1946.

TOGETHER with the buildings and improvements thereon, and all and every the rights, alleys, ways, waters, roads,privileges, appurtenances and advantages to the same 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 Raymond O. Phipps and Anna M. Phipps, his wife, as tenants by the entireties, the survivor of them, his or her heirs and assigns in fee simple; SUBJECT TO THE RESTRICTION THAT ALL BUILDINGS ON Hudson Street and all other streets shall be constructed not less than twenty five feet from the building line.

AND the said grantors covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property being conveyed, that they will specially warrant the property being granted, and that they will execute such other and further assurances of thesame as may be requisite.

WITNESS the hands and seals of said grantors.

Witness:- WALTER W. RIGGINS (SEAL)

JOHN DEMYAN, JR. DAISY RIGGINS (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of September, 1946, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Walter W. Riggins and Daisy Riggins,his wife, and each acknowledged the foregoing deed to be their respective act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) WILLIAM W. TOWNSHEND, JR.,

NOTARY PUBLIC.

Recorded 9th September, 1946, at 11:35 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 376, Folio 469 One of the Land Record Books for Anne Arundel County.

In Testimony Whereof,I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 21st day of November A. D. 1949.

John H. Hopkins, 3rd, Clerk.

Filed Nov. 22", 1949

DECREE OF COURT.

This cause standing ready for hearing after testimony was taken in open Court. the proceedings were then submitted, read and considered by the Court.

It is thereupon this 28th day of July, 1949, by the Circuit Court for Anne Arundel County sitting in Equity, ADJUDGED, ORDERED and DECREED that the Bill of Complaint filed by Raymond O. Phipps against his wife, Anna M. Phipps, be, and the same is hereby dismissed.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid that the said Anna M. Phipps, Cross-Plaintiff, be, and she is hereby divorced a vinculo matrimonii from the Cross-Plaintiff, the said Raymond O. Phipps.

And it is further ORDERED that the Cross-Plaintiff, Raymond O. Phipps, pay the costs of these proceedings.

BENJAMIN MICHAELSON,

Judge.

State of Maryland, Anne Arundel County, Sct:

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 21st day of November,A.D., 1949.

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

Filed Nov. 22", 1949

PLAINTIFF'S EXHIBIT No. 4 - AGREEMENT

THIS AGREEMENT, made this _ day of July,1949, by and between Anna M. Phipps,hereinafter called WIFE, and Raymond O, Phipps, hereinafter called HUSBAND:

WHEREAS the said parties were duly married on or about June 17, 1930, at Alexandria, Virginia; and

WHEREAS the said HUSBAND filed his Bill of Complaint in the Circuit Court for Anne Arundel County seeking a divorce a mensa et thoro on the ground of cruelty; and

WHEREAS the said WIFE filed her answer denying said acts of cruelty thereon alleged and filed a Cross-Bill seeking a divorce a vinculo matrimonii on the ground of desertion; and

WHEREAS in said Cross-Bill the WIFE has sought alimony pendente lite, permanent alimony and counsel fee; and

WHEREAS the said parties have come to an agreement in respect to the alimony,counsel fees, costs and property rights.

NOW THEREFORE THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and the further sum of One Dollar ($1.00) passing to and from the parties to this agreement, the said HUSBAND has agreed to pay unto his WIFE the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00) in lieu of any alimony pendente lite or permanent alimony together with the sum of Two Hundred Fifty Dollars ($250.00) for her counsel fee and the costs of these proceedings and the said HUSBAND has further agreed that he will pay his one-half (½) share of any joint obligations incurred prior to March 8, 1949, and also pay all his own individual obligations incurred since March 8, 1949:

And in consideration of the aforesaid the said WIFE does agree to accept the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00) as full settlement of any alimony,permanent or otherwise, to which she may be entitled and the Two Hundred Fifty Dollars ($250.00) allowed her counsel as his fee. Said WIFE does further agree that any and all obligations incurred by her after March 8, 1949, will be paid by her personally:

AND said WIFE further agrees to pay her one-half (½) of all joint obligations incurred prior to March 8, 1949;

AND the parties hereto further agree that after payment of the said joint obligations, they will divide equally the real estate held as tenants by the entireties and the household furnishings.

WITNESS the hands and seals of the said HUSBAND and WIFE the day and year first above written.

George B. Woelfel /s/ Anna M. Phipps (Seal)

James C. Morton, Jr., /s/ Raymond O. Phipps (Seal)

Filed Nov. 22", 1949

ANSWER TO BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Raymond O. Phipps by Rouse and Morton, his attorneys, to the Bill of Complaint exhibited against him respectfully represents.

1. That he admits the allegations contained in Paragraph One of said Bill of Compalint.

2. That he admits the allegations contained in Paragraph two of said Bill of Complaint.

3. That he admits the allegations contained in Paragraph three of said Bill of Complaint.

4. That he admits the allegations contained in Paragraph four of said Bill of Complaint.

5. That he admits the allegations contained in Paragraph five of said Bill of Complaint.

6. That further answering said Bill of Complaint the Defendant is advised and believes that a sale of the parcels of land mentioned in said bill is necessary in order to give effect to the agreement entered into between the parties to this proceeding as alleged in Paragraph five of said Bill of Complaint.

Having fully answered said Bill of Complaint, this Defendant agrees to the appointment by this Honorable Court of trustees to sell the real estate mentioned in these proceedings for the purpose of partition and the distribution of the proceeds of sale in accordance with the provisions of said agreement

AND , as in duty bound, etc.

Rouse and Morton

Attorneys for Defendant,
12 Church Circle,
Annapolis, Maryland

We hereby certify that a copy of the foregoing Answer has been mailed this 1st day of December, 1949, to George B.Woelfel, Esq.

Rouse and Morton.

Filed Dec. 2", 1949

SUBMISSION FOR A DECREE

To the Honorable, the Judge of said Court:

We, the undersigned, counsel for the Plaintiff and Defendant in the above entitled cause, do hereby agree to submit the proceedings in this cause upon bill and answer for a final decree and we believe that a twenty thousand dollar bond would be a fair and adequate one.

George B. Woelfel,

Solicitor for Plaintiff.

James C. Morton, Jr..

Solicitor for Defendant.

Filed Dec. 3", 1949

D E C R E E

This cause standing ready for hearing and being submitted upon bill and answer the proceedings were read and considered by the Court

It is thereupon this 3rd day of December, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that all of the real estate held as tenants by the entireties and the household furnishings that cannot be divided amongst the parties hereto be, and the same is hereby directed to be sold and that George B. Woelfel and James C. Morton, Jr., be, and they are hereby appointed trustees to make the sale of the aforesaid property, real and personal, and that their course and manner shall be as follows: they shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves with a surety or sureties to

be approved by this Court or the Clerk thereof in the penal sum of Twenty Thousand Dollars. conditioned for the faithful performance of the trust reposed in them by this decree or which will be reposed in them by any future decree or order passed in the premises; they shall then and there proceed to make said sale after having advertised said property in some newspaper or newspapers printed and published in Anne Arundel County for three successive weeks prior to the day of sale and for such other publication as they may deem proper wherein it shall be stated the time, place, manner and terms of the sale, which terms shall be as follows:

First, on account of the property located on North Cherry Grove Avenue there shall be a deposit of One Thousand ($1,000) Dollars and on account of the property located at Camp Parole there shall be a deposit of One Thousand ($1,000.) Dollars, the balance in each instance to be paid upon the ratification of the sale, deferred payments to bear interest at the rate of six per cent from the day of sale to the day of settlement or all cash at the option of the purchaser, the personal property to be sold for cash. And as soon as may be convenient thereafter the said Trustees shall make a report to this Court setting forth a full and particular account of their proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of the sale and upon obtaining the Court's ratification of the sale and on payment of the full purchase price they shall convey to the purchaser or purchasers thereof all the right, title, interest and estate of the parties to this proceedings or of those claiming by, from or under them or either or any of them; and the said Trustees shall then and there proceed to bring the said money arising from the said sale into the Court to be distributed under the direction of the Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allot in consideration of the skill, attention and fidelity wherewith they shall appear that they have discharged the trust reposed in them.

Benjamin Michaelson,

Judge.

We, the undersigned, hereby consent to the passage of the above entitled decree.

George B. Woelfel,

Solicitor for Plaintiff

James C. Morton, Jr..

Solicitor for Defendant.

Filed Dec. 5", 1949

B O N D

KNOW ALL MEN BY THESE PRESENTS; That we, James C. Morton, Jr.. and George B.Woelfel, as PRINCIPALS, and GLOBE INDEMINITY 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 Twenty Thousand ($20.000) Dollars,current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 13th day of December, 1949.

WHEREAS by virtue of a decree of the Circuit Court of Anne Arundel County dated December 3rd, 1949, in a cause entitled Anna M. Phipps vs Raymond O. Phipps, No. 9837 Equity, the said

James C. Morton,Jr., and George B. Woelfel are authorized and empowered to make sale of the property described in said proceedings, and the said James C. Morton,Jr.. and George B. Woelfel are about to execute said power and make sale of the property described as aforesaid in said proceedings.

NOW THE CONTITION OF THE ABOVE OBLIGATION IS SUCH. That if the above bounden, James C. Morton,Jr.. and George B. Woelfel, do and shall well and faithfully perform the trust reposed in them by said decree or to be reposed in them by any future decree or order passed in the premises then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Mary M. Hoff

James C. Morton,Jr..(seal)

George B. Woelfel (Seal)

GLOBE INDEMNITY COMPANY
a body corporate

By John H. Hopkins, IV
Attorney in Fact.

(CORPORATE SEAL)

Filed and Approved this 27" day of December, 1949.

John H. Hopkins, 3rd, Clerk.

TRUSTEE'S SALE

OF VALUABLE FEE SIMPLE HOME AND BUSINESS PROPERTY,BEING No.17 NORTH CHERRY GROVE AVENUE AND ADJOINING LOT ON THE NORTH AND THE CAPITAL HUDSON COMPANY AT CAMP PAROLE TOGETHER WITH SOME VALUABLE FURNITURE.

The house at No. 17 North Cherry Grove Avenue,is a two story clapboard dwelling containing living room,dining room, den, kitchen, breakfast room, glassed in porch,on the first floor, three bedrooms, bath and den on the second floor with finished cellar, Equipped with Holland Air Conditioning heating system, a GE hot water heater and a bucket a day hot water heater, Venetian blinds, storm windows and screens,Hardwood floors throughout the house. Large stone fire place in living room. Steel girders used in the construction of house.

The one story garage at Camp Parole contains showroom, stockroom,office and shop and is now occupied by the Capital Hudson Company, said garage is equipped with oil heat.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated December 3rd, 1949, and passed in a cause therein pending wherein Anna M.Phipps was plaintiff and Raymond O. Phipps, was defendant, the undersigned, were duly appointed trustees to sell the real estate and personal property in such proceedings mentioned and they will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on WEDNESDAY, JANUARY 18TH. 1950,AT 10 O'CLOCK,A.M.,

First: Lot No. 8 Cherry Grove Avenue having a frontage of 58 feet and an even depth of 150 feet which is improved bythe dwelling house No. 17 North Cherry Grove Avenue and described above.

Second: Lot No. 9 having a frontage of 54 feet on Cherry Grove Avenue with a depth of 150 feet on one side and 140 feet on the other and 37 feet in the rear, with no improvements.

Both of the above mentioned lots were conveyed to Raymond O. Phipps and Anna M. Phipps, his wife, by Frederick Dammeyer and Carrie Dammeyer, his wife, by deed dated March 10th,1932, and recorded among the Land Records of Anne Arundel County in

Liber J H.H. No. 98,folio 465.

Third, a lot on the north side of the Baltimore.Washington and Annapolis Railroad at Parole having a frontage of 150 feet and an even depth of 154.55 feet. Being the same property conveyed unto Raymond O. Phipps and Anna M. Phipps,his wife, by Walter W. Riggins and Daisy Riggins, his wife by deed dated September 6th, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 376, folio 469. This lot is improved by the Capital Hudson Garage.

At 11 o'clock at No. 17 N. Cherry Grove Avenue the following personal property will be sold: 1-9 pc. mahogany dining room suite, 1 mirror, 1 set dishes, 1-3 pc.overstuffed living room suite, 2 drum tables, 1 coffee table, nest of tables (2) knicknacks, 1 maple settee, 1 sleepy hollow chair, 1 ottoman, 1 desk light, rug, clock, 1-4 burner Hotpoint electric stove, 1 hot-point electric refrigerator, metal cabinet, 1 kitchen clock, kitchen utensils and dishes, etc., 1-6 pc. maple break-wast room suite.

TERMS OF SALE: A deposit of $2,500. will be required of the purchaser of Lot 8 Cherry Grove Avenue and improvements. A deposit of $500. will be required of the purchaser of Lot No. 9 Cherry Grove Avenue unimproved. A deposit of $2,500 will be required of the purchaser on account of garage. All cash and immediate removal of the furniture. Balance on sales of realty to be paid upon the ratification of the sales. Deferred payments to bear interest at the rate of 6% or all cash at the option of the purchasers.

For further particulars, apply

GEORGE B. WOELFEL and
JAMES MORTON, TRUSTEES,

GEORGE W. SCIBLE, Auctioneer. 9-11 School Street, j-17

EVENING CAPITAL
December 27, 1949

Auctioneer certificate and purchaser agreement.

I hereby certify that I sold Lots 8 and 9 on Cherry Grove Ave to Israel Greengold and Edythe L. Greengold, his wife, at and for the sum of Eighteen Thousand eight hundred ($18,800) Dollars and have received a deposit on account thereof of Three thousand ($3,000) Dollars.

Robert H. Campbell, Auctioneer.

We the undersigned hereby certify that we purchased lots Nos. 8 and 9 on Cherry Grove Avenue from the Trustees George B. Woelfel and James Morton, for the sum of Eighteen thousand eight hundred ($18,800) Dollars and we have paid a deposit of three thousand ($3000) Dollars thereon and do hereby agree to comply with the other terms of sale.

Witness our hands and seals placed hereon this 1/18/50

Witness: Israel Greengold (SEAL)

Robt. H. Campbell. Edythe L. Greengold (SEAL)

Filed Jany. 18", 1950.

EVENING CAPITAL
December 27, 1949

Auctioneer certificate and purchaser agreement

I hereby certify that I have sold the garage property at Camp Parole mentioned in this advertisement to Wilfred T. Azar at and for the sum of Ten thousand four hundred ($10,400) Dollars he being at that figure the highest bidder therefor.

Robt. H. Campbell,

Auctioneer.

I, Wilfred T. Azar do hereby certify that I have purchased the garage property at Camp Parole described in the attached advertisement at and for the sum of Ten Thousand four hundred ($10,400) Dollars on account of which I have made a Twenty-five hundred ($2500) Dollar deposit and I agree to comply with the other terms of sale.

Witness my hand and seal this Jan. 18, 1950.

WITNESS: Wilfred T. Azar (SEAL)

George B. Woelfel.

Filed Jany. 18, 1950.

REPORT OF SALE.

To the Honorable, the Judge of said Court:

The report of George B. Woelfel and James C. Morton, Jr., Trustees, appointed by a decree of tthis Court, passed in the above entitled cause, dated the 3rd day of December, 1949, to make sale of certain real estate and personal property therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and after giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper printed and published in the City of Annapolis, for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on the 18th day of January, 1950, at 10 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public sale to the highest bidder a lot 58 feet front, 150 feet deep, and 50 feet in the rear, improved by a dwelling house known as No. 17 North Cherry Grove Avenue, Annapolis, Maryland, and received a high bid of Seventeen Thousand Five Hundred Dollars. This bid was reserved. Your Trustees next offered an unimproved lot being 54 feet front on Cherry Grove Avenue adjacent to the first described lot, 150 feet deep on one side and 140 feet on the other side, and 37 feet in the rear and received a high bid of Twelve Hundred Fifty Dollars. This bid was reserved.

Your Trustees next offered the two parcels, being Lots Nos. 8 and 9 Cherry Grove Avenue which were conveyed to Raymond O. Phipps and Anna M. Phipps, his wife, by Frederick Dammeyer and Carrie Dammeyer, his wife, by deed dated March 10th. 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 98, folio 465, as an entirety and received a high bid of Eighteen Thousand Eight Hundred Dollars. This amount exceeding the sum total of the individual bids it was accepted and sold as an entirety to Isreal Greengold and wife, they being at that figure the highest bidders therefor, the terms of said sale being a deposit of Three Thousand Dollars cash, balance upon ratification of said sale.

Your Trustees next offered at public sale to the highest bidder a lot on the north side of the Baltimore, Washington and Annapolis Railroad at Parole having a frontage of 150 feet and an even depth of 154.55 feet, being the same property which was conveyed unto Raymond O. Phipps and Anna M. Phipps, his wife, by Walter W, Riggins and Daisy Riggins, his wife, by deed dated September 6th, 1946, and recorded

among the Land Records of Anne Arundel County in Liber J.H.H. No. 376, folio 469, and sold the same to Willfred T. Azar at and for the sum of Ten Thousand Four Hundred Dollars, be being at that sum the highest bidder therefor, the terms of said sale being a deposit of Twenty-Five Hundred Dollars cash, balance upon ratification of said sale.

At 11 o'clock at No. 17 North Cherry Grove Avenue your Trustees sold the following personal property to the highest bidders for cash.

1-9 pc. mahogany dining room suite to Thomas Wayson for	$155.00
1 mirror to Mrs. Dunnock for	13.00
Forwarded	168.00
1 set dished to Raymond O. Phipps, for	4.00
Salt and pepper shakers to Geo.B. Woelfel for	.25
1-3 pc. Living room suite to Anna M. Phipps for	160.00
1 drum table to Chester Peregory for	13.00
1 drum table to Anna M. Phipps for	11.00
1 coffee table to Thomas Wayson for	15.00
1 maple settee, 1 sleepy hollow chair and ottoman to Raymond O. Phipps for	85.00
1 maple desk and chair to George B. Woelfel for	33.00
1 rug to Henry Phipps for	18.00
1-4 burner Hotpoint electric stove to L. Greengold	100.00
1-Hotpoint electric refrigerator to Anna M. Phipps	85.00
1 metal cabinet to Chester Peregory for	9.00
1-6 pc. maple breakfast room suite to Anna M. Phipps	100.00
Total	$801.25
The Report states that the total amount of sales ls	$30,001.25

Respectfully submitted,

George B. Woelfel

James C. Morton, Jr.,

Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 20th day of January, in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel and James C. Morton, Jr., Trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sales therein reported were fairly made.

Witness my hand and seal Notarial.

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

Filed January 20, 1950

CERTIFICATE OF PUBLICATION.

Annapolis Md, January 27, 1950

We hereby certify, that the annexed Notice of Trustees Sale 17 N. Cherry Grove Ave., Anna M. Phipps 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 18th day of January, 1950. The first insertion being made the 27th day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC..

By R. L. Brown

Filed Feby. 23", 1950

Ordered, this 20th day of January, 1950, That the sale of the property mentioned in these proceedings made and reported by George B. Woelfel and James C. Morton,Jr., Trustees BE RATIFIED AND CONFIRMED. unless cause to the contrary thereof be shown on or before the 21st 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 21st day of February next.

The report states that the amount of sales to be $30,001.25

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 7, 1950.

We hereby certify,that the annexed Order Nisi- Eq. #9837-ANNA M. PHIPPS- 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 21st day of February, 1950. The first insertion being made the 23rd day of January. 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed Feby. 23". 1950.

FINAL ORDER

ORDERED BY THE COURT, This 27th day of February, 1950 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 he shall produce vouchers for the Auditor.

Benjamin Michaelson,

Judge.

Filed Feby. 27". 1950.

PETITION TO PAY COLLECTOR OF INTERNAL REVENUE debt and for the Court to determine the responsibility later and order of Court thereon.

To the Honorable, the Judge of said Court:

The petition of Anna M. Phipps respectfully shows:

1. That there is a judgment in favor of the Collector of Internal Revenue against her former husband Raymond O. Phipps for the sum of $2119.55 representing the balance due on the 1947 income tax.

2. That there is another judgment in favor of the Collector of Internal Revenue for the sum of $4755.35 representing the balance due on the Federal income tax against both Raymond O. Phipps and Anna M. Phipps, his wife.

3. And the said judgments are liens against the real estate in these proceedings mentioned and must be paid, nevertheless, by the deed of trust it is provided that each party would be liable for the joint obligations and your Petitioner feels that this tax for the year 1948 is not a joint obligation in that your Petitioner has never been in partners with her husband and has never signed an income tax report.

Wherefore, your Petitioner, prays:

1. That leave may be granted by this Honorable Court to pay the two judgments in favor of the Collector of Internal Revenue immediately and that the question of which

one is responsible for the payment of the said judgments aforesaid be left for further determination by this Court.

And as in duty bound, etc.

George B. Woelfel,

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

Filed March 2, 1950

ORDER OF COURT

Upon the aforegoing petition, it is this 2d. day of March.in the year 1950,by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that leave be and the same is hereby granted unto George B. Woelfel and James C. Morton, Jr.,Trustees to pay unto the Collector of Internal Revenue the sum of $6875.90 and that the question of which one is responsible for the payment of the said judgments be left for the further determination of this Court.

Benjamin Michaelson,

Judge.

Filed March 2", 1950.

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.

All of which is respectfully submitted.

Laura R. Jickling. Auditor.

Dr. Anna M. Phipps Vs. Raymond O. Phipps, in ac.

To Trustees for Commissions on proceeds sale of real estate,viz:	867.29	
To Trustees for Commissions on proceeds sale of personalty.viz:	80.13	947.42
To Trustees 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	24.50	
C. M. Russell- Sheriff's costs	1.45	
Auditor-stating this account	54.00	99.95
To Trustees for Expenses, viz:		
Capital-Gazette Press-advertising sale	52.00	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
Globe Indemnity Co.,-bond premium	80.00	
Robert H. Campbell-auctioneer's fee	35.00	
J. R. McCrone-surveying services	10.00	
One-half Federal revenue stamps (Cherry Grove)	10.45	
One-half State Revenue stamps " "	10.45	
One-half Federal revenue stamps (Parole)	5.78	
One-half State revenue stamps "	5.77	
D. J. Thompson,Agent-earned premium (#17 Cherry Grove Ave)	1.68	

Clerk of Court- certified copies deeds	4.00	
Mary M. Hoff- notary fee	.75	225.88
To Trustees for Taxes, viz:		
1950 State & County taxes (Cherry Grove Ave- 149.55-adjusted)	8.19	
1949 State & County taxes (Parole)	183.07	
1950 State & County taxes ($215.55-adj.)	10.44	201.70
To Trustees for Benefit Charges, viz:		
1949 Water main and sewer benefit charges (Cherry Grove Ave)	9.81	
1950 Water main and sewer benefit charge (Cherry Grove Ave.) $9.00-adj.)	.49	
Water rent-arrearages to 12/31/49	37.65	
Water rent-1/1/50 -- 1/20/50	1.45	
Water rent -(Parole) to 1/18/50	1.26	50.66
To Trustees for Joint Debts Paid, viz:		
County Trust Company-note- $2,000.00 Interest 12/31/49-4/27/50 34.00	2,034.00	
County Trust Company-note- 2,365.63		
Interest 12/17/49-4/27/50 49.86	2,415.49	
Hutzler Bros. Co-.Account to 11/20/48	155.76	4,605.25
BALANCE FOR DISTRIBUTION - $24,064.73		
Distributed as follows in accordance with Agreement of 7/-/49 (Plaintiff's Exhibit #4), viz:		
To Anna M. Phipps-one-half $12,032.36		
LESS:		
Jenkins, Inc.-open account	11.28	
Raymond V. Phipps-reimbursement for one-half joint obligations as of 3/9/49 paid by him, viz:		
9/8/49 $ 79.12		
12/30/49 30.24		
5/17/49 42.18		
3/8/49 87.81	239.35	
Raymond O. Phipps-reimbursement for one-half taxes paid by him, viz:		
1949 State and County paid 10/5/49 $165.77		
1948 State and County paid 4/27/49 69.44	235.21	485.84
Anna M. Phipps- this balance	11,546.52	11,546.52
To Raymond O. Phipps-one-half $12,032.37		
LESS:		
Collector of Internal Revenue-judgment for 1947 income tax $2,067.61		
Interest to 3/2/50 51.94	2,119.55	
Collector of Internal Revenue-judgment for 1948 income tax $4,643.30		
Interest to 3/2/50 112.05	4,755.35	
Recording releases of judgments	1.00	
Anna M. Phipps-agreed payment in lieu of alimony 1,250.00		

George B. Woelfel-counsel fee	250.00	
The Leader-open account	26.42	8,402.32
Raymond O. Phipps-this balance	3,630.05	3,630.05
		30,195.59

WITH George B. Woelfel and James C. Morton,Jr., Trustees Cr

1950		
Jan.18. Proceeds Sale of Lots Nos 8 and 9		
Cherry Grove Avenue	18,800.00	
Interest on deferred payment	105.33	
Proceeds Sale of Lot at Parole	10,400.00	
Interest on deferred payment	59.25	29,364.58
Proceeds Sale of Personalty	801.25	801.25
Refund fire insurance premium	8.68	
Refund fire insurance premium	21.08	29.76
		30,195.59

May 23, 1950.

We, the undersigned, Solicitors for Plaintiff and Defendant do hereby agree to the immediate ratification of the Auditor's Account.

George B. Woelfel,
Solicitor for Plaintiff,
James C. Morton, Jr.,
Solicitor for Defendant.

Filed May 24, 1950.

ORDER NISI

ORDERED, This 24th day of May, 1950, That the Report and Account of the Auditor,filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED by Agreement.

Benjamin Michaelson, A. J.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 24th day of May, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson, A. J.

Filed May 24, 1950.

IN THE MATTER OF THE SALE	:	No. 9879 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
CHARLES CATTERTON	:	ANNE ARUNDEL COUNTY
AND WILLIE CATTERTON, HIS WIFE.	:	

. . . . . .

Mr. Clerk

Please docket this suit, file the within original mortgage, assignment and statement of mortgage debt.

Albert J. Goodman, Assignee,
12 Church Circle, Annapolis, Maryland.

Filed Jany. 19". 1950.

J.H.H. No. 67 Equity

SECOND MORTGAGE

THIS SECOND MORTGAGE, Made this 2nd day of June, in the year nineteen hundred and forty-seven between Charles Catterton and Willie Catterton, his wife, Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and Kenneth Bass and Evelyn Bass, his wife, Mortgagees, of the second part.

WHEREAS, said Mortgagors, have received therefrom an advance of Six thousand, one hundred dollars ($6,100.00), being part of the purchase money of the property hereinafter described:

AND WHEREAS, said Mortgagors have agreed to pay the said sum so advanced in installments with interest thereon from the date hereof at the rate of four per cent (4%) per annum in the manner following:

By the payment of five hundred dollars ($500.00) on or before the last day of each year from the date hereof until the whole of said principal sum and interest shall be paid, which interest shall be computed annually; and the said installment payments may be applied by the Mortgagee towards the payment of the aforesaid principal sum or in any other way Mortgagee may elect.

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

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 that lot or parcel of ground situate and lying in the 3rd Election District, Anne Arundel County, aforesaid, and described as follows:

BEGINNING for the same at a stone marked J.M.R.H. place of beginning mentioned in a deed from James Murray to Charles Stewart, dated February 17, 1807, running from thence on the line mentioned in said deed running North 4½° East 39½° poles to a stone North 89¼° West 113 pchs. to a stone, thence running across the first conveyance South ¼° East 87½ poles to a stone set in the 13th line of the said land conveyed by Lanville to Lewis, thence binding on the lines North 66° East 47½ poles to a stone South 89½° East 62 poles to the stone marked J.M.R.H., thence North 6½° East 28½ poles to the place of beginning. Containing 50 acres of land, more or less.

BEING the same tract of land which by deed of even date herewith and intended to be recorded immediately prior hereto was granted and conveyed by John Gertz and Bertha H. Gertz, his wife, unto Kenneth Bass and Evelyn Bass, his wife, and now granted by Kenneth Bass and Evelyn Bass, unto the above named mortgagors.

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

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

PROVIDED, that if the said mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six thousand, one hundred ($6,100.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public

dues, charges, mortgage debt and interest, the said mortgagors for 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 Ernest L. Perkins, their Attorney, 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 purchader 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, 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 twenty-five ($25.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said 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 their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, their personal representatives or assigns, or Ernest L. Perkins, 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 inure, 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 to the extent of its Lien thereon, 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 hand and seal of the said Mortgagors.

Test: Charles Catterton (SEAL)

Dorothy V. Peterman Willie Catterton (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 2nd day of June, in the year nineteen hundred and forty-seven-before me, a Notary Public of the State of Marvland, in and for the City aforesaid, personally appeared Charles Catterton and Willie Catterton, 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 Kenneth Bass and Evelyn Bass. his wife and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Dorothy V. Peterman

Notary Public.

Recorded 5th June, 1947,at 2:20 P.M.,Liber J.H.H. #411,folio 461.

SHORT ASSIGNMENT.

We hereby assign the within mortgage unto Albert J. Goodman for the purpose of foreclosure only.

As witness our hands and seals this 17th day of January, 1950.

WITNESS: Kenneth Bass (SEAL)

Ernest L. Perkins, as to both. Evelyn Bass (SEAL)

Recorded 19 January, 1950,at 2:20 P.M.,Liber J.H.H. No. 411.folio 464.

Filed January 19", 1950.

STATEMENT OF MORTGAGE DEBT.

The statement of the mortgage claim of Kenneth Bass and Evelyn Bass, his wife, under the mortgage from Charles Catterton and Willie Catterton, his wife, to Kenneth Bass and Evelyn Bass, his wife, dated June 2, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411, folio 461.

Principal debt of mortgage	$6,100.00
Interest @4% from 6/2/47 to 2/2/50	650.67
Total	$6,750.67

STATE OF MARYLAND, CITY OF BALTIMORE,TO WIT:

I HEREBY CERTIFY that on this 17th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared KENNETH BASS and EVELYN BASS, his wife, and made oath in due form of law that the above statement of mortgage debt is true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Dorothy L. Lewis,

Notary Public.

Filed Jany. 19", 1950

ASSIGNEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Albert J. Goodman, A nnapolis, Maryland as principal, and the GLENS FALLS INDEMNITY COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand and No/100 ($7,000.00) 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 twentieth day of January, in the year nineteen hundred and fifty.

WHEREAS, the above bounden Albert J. Goodman, by assignment of mortgage for the purpose of foreclosure only, has been duly authorized to foreclose the mortgage filed in the matter of the sale of mortgaged Real Estate of Charles Catterton and Willie Catterton, his wife, Equity 9879 mentioned in the proceedings in the case of In the matter of the sale of the mortgaged real estate of Charles Catterton and Willie Catterton, his wife, now pending in said Court.

NOW THE CONDITION of this Obligation is such, that if the above bounden Albert J. Goodman do and shall well and faithfully perform the trust reposed in him by said assignment 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 — Albert J. Goodman (Seal)
in the presence of — GLENS FALLS INDEMNITY COMPANY
Grace R. Hartge — By L. E. King (Seal)
M. J. Moore (Corporate Seal) — Attorney.

Filed and Approved this 21st day of January, 1950.

John H. Hopkins, 3rd, Clerk.

GEORGE W. SCIBLE, ASSIGNEE'S SALE AUCTIONEER

Of VALUABLE REAL ESTATE LOCATED IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from Charles Catterton and Willie Catterton, his wife, dated June 3, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411, folio 461, and assigned to the undersigned for the purpose of foreclosure, default having occurred thereunder, said assignee will offer for sale at public auction at the Court House door in the City of Annapolis,Maryland,on TUESDAY, FEBRUARY 21, 1950 at 11:00 O'clock A.M.

All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a stone marked J.M.R.H., place of beginning mentioned in a deed from James Murray to Charles Stewart dated February 17, 1807; running from thence on the line mentioned in said deed running north 4½ degrees east 39⅕ poles to a stone, north 89¼ degrees west 113 perches to a stone; thence running across the first conveyance south ½ degree east 87½ poles to a stone set in the 13th line of the said land conveyed by Lanville to Lewis: thence binding on the lines, north 66 degrees east 47½ poles to a stone,south 89⅕ degrees east 62 poles to the stone marked J.M.R.H.; thence north 6½ degrees east 28½ poles to the place of beginning, containing 50 acres of land, more or less.

Being the same tract of land conveyed to the said Charles Catterton and Willie Catterton, his wife by Kenneth Bass and wife by deed dated June 2, 1947, and recorded among the

Land Records of Anne Arundel County in Liber J.H.H. No. 411, folio 455.

This property is improved by two frame dwellings, one consisting of seven rooms and bath, 3 large porches, water and electricity, and the other, a tenant house containing four rooms, with electricity and no other conveniences.

This sale is made subject to the legal operation and effect of a prior mortgage to the United Federal Savings and Loan Association of Glen Burnie, the balance of which will be disclosed at the time of sale.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement; taxes, insurance and other expenses to be adjusted to day of sale.

ALBERT J. GOODMAN, Assignee.

AGREEMENT OF PURCHASER

AND CERTIFICATE OF AUCTIONEER.

THIS IS TO CERTIFY that I (we) have purchased at public auction from Albert J. Goodman, Assignee, the property described in the advertisement attached hereto for the sum of $350.00, DOLLARS ($350.00); and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS (our) hand(s) and seal(s) this 21st day of February, 1950.

WITNESS: Kenneth Bass (SEAL)

Ernest L. Perkins. Evelyn Bass (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, Assignee, the property described in the advertisement attached hereto to Kenneth Bass and Evelyn Bass at and for the sum of Three Hundred Fifty DOLLARS ($350.00), (they) being at that price the highest bidder(s) therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 21st day of February, 1950

WITNESS:

Grace R. Hartge G. W. Scible (SEAL)

Filed February 21, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 21, 1950.

We hereby certify, that the annexed Notice of Assignee's Sale CHARLES CATTERTON was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, for 3 times before the 18th day of February, 1950. The first insertion being made the 25th day of January, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No.MG 6427. By R. L. Brown

Filed Febry. 24", 1950

ASSIGNEE'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, Assignee of the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage, being in default, having given bond with surety which

was duly approved, and having given twenty days' 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, he did, pursuant to said notice of sale, attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday, February 21, 1950, at 11 o'clock a.m., and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at a stone marked J.M.R.H., place of beginning mentioned in a deed from James Murray to Charles Stewart dated February 17, 1807; running from thence on the line mentioned in said deed, running north 4½ degrees east 39½ poles to a stone; north 89¾ degrees west 113 perches to a stone; thence running across the first conveyance, south ¼ degree east 87½ poles to a stone set on the 13th line of the said land conveyed by Lanville to Lewis; thence binding on the lines, north 66 degrees east 47½ poles to a stone; south 89½ degrees east 62 poles to the stone marked J.M.R.H.; thence north 6½ degrees east 28½ poles to the place of beginning, containing 50 acres of land, more or less.

Being the same tract of land conveyed to the said Charles Catterton and Willie Catterton, his wife, by Kenneth Bass and wife by deed dated June 2, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411, folio 455.

Said property being sold to Kenneth Bass and Evelyn Bass, his wife, at and for the sum of Three Hundred Fifty Dollars ($350.00), they being at that price then and there the highest bidders therefor.

The said purchasers have agreed to comply with the terms of sale.

The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman, Assignee,

12 Church Circle
Annapolis, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Grace R. Hartge,

(Notarial Seal) Notary Public.

Filed Feby. 24", 1950

ORDER NISI

ORDERED, this 24" day of February, 1950, That the sale of the mortgaged real estate mentioned in these proceedings made and reported by Albert J. Goodman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28" 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 28" day of March next.

The report states that the amount of sales to be $350.00.

John H. Hopkins, 3rd, Clerk.

Filed 24 February, 1950

J.H.H. No. 67 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md, March 18,1950.

We hereby certify, that the annexed Order Nisi-Eq.,#9879 Sale-Charles Catterton was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis,Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of March, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 5302. By R. L. Brown

Filed March 29, 1950

FINAL ORDER.

ORDERED BY THE COURT, This 29th day of March, 1950, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally Ratified and Confirned no cause to the contrary having been shown,although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

Filed March 29, 1950

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 21.1950.
All of which is respectfully submitted.

Laura R. Jickling. Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Charles Catterton and Willie Catterton, his wife, in ac.

To Assignee for Court costs, viz:	25.00	
To Assignee for Commissions, viz:	24.00	49.00
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	25.50	
Capital-Gazette Press-handbills & tax	9.69	
Capital-Gazette Press- order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
Glens Falls Indemnity Co.-bond premium	28.00	
George W. Scible-auctioneer's fee	20.00	
Clerk of Court-recording assignment	.75	
One-half Federal & State revenue stamps	.55	
Grace R. Hartge-notary fees	.50	94.99
To Assignee for Taxes, viz:		
1950 State & County taxes ($74.45-adj.)	10.40	10.40
To Kenneth Bass and Evelyn Bass, his wife, mortgagees,this balance on account mortgage claim	157.86	157.86
		350.00

Amount of mortgage claim filed	6,750.67	
Cr. Amount allowed as above	157.86	
Balance subject to decree in personam	6,592.81	
with Albert J. Goodman, Assignee		Cr.
1950		
Feb. 21 Proceeds of Sale	350.00	350.00
		350.00

Filed April 21, 1950

ORDER NISI

ORDERED, This 21st day of April, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 23" day of May next; Provided a copy of this Order be inserted in newspaper published in Anne Arundel County, once in each of three successive weeks before the 23" day of May next.

John H. Hopkins, 3rd, Clerk.

Filed April 21, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 12, 1950

We hereby certify, that the annexed Order Nisi Eq. #9879 Auditors Account, Charles Catterton 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 May, 1950. The first insertion being made the 26th day of April, 1950.

THE CAPITAL GAZETTE PRESS, INC.,

By R. L. Brown.

Filed May 15", 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT this 24th day of May,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, A. J.

Filed May 24, 1950.

LOUIS MAURICE KING and	:	
VIRGINIA KING, his wife,	:	
vs.	:	
J. IRVING KING and MARIE J. KING,	:	NO. 9292 EQUITY
his wife, GEORHE KING and MYRTLE	:	IN THE
KING, his wife, BLANCHE MIDDLETON	:	CIRCUIT COURT
and ROBERT MIDDLETON, her husband,	:	
ELIZABETH HOPKINS and JAMES HOPKINS,	:	FOR
her husband, ALMA BECK and HENRY	:	
BECK, her husband,LOUISE KNIGHTON	:	ANNE ARUNDEL COUNTY
and CECIL KNIGHTON, her husband,	:	
GERTRUDE WINTERS, divorced, DORIS	:	

STEINBERG and OLIVER STEINBERG, her husband, CHARLES ANDREW KING and JANE KING, his wife, THOMAS KING and HAZEL KING, his wife, THOMAS BEALL and MAE BEALL, his wife, CLYDE BEALL and BERNICE BEALL, his wife, ALMA DIXON and EARL DIXON, her husband, LESTER KING, infant, FRANCIS N. KING, infant, LORRAINE KING, infant, and ELIZABETH LOUISE KING, infant. :

No. 9292 Equity

. . . . . .

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

1. That Marie Louise King departed this life intestate on the 18th day of September, 1946, leaving surviving her your Orators and the following named children, all of whom are parties to this proceeding: J. Irving King who married Marie J. King; George King who married Myrtle King, Blanche King, who married Robert Middleton, Elizabeth King who married James Hopkins, Alma King who married Henry Beck, Louise King who married Cecil Knighton, Gertrude King Winters, divorced, Tom King who died unmarried prior to the death of the said Maria Louisa King, Andrew King who died prior to the death of the said Maria Louisea King and leaving surviving him the following named children: Doris King who married Oliver Steinberg, Charles Andrew King who married Jane King, Thomas King who married Hazel King and Lester King, infant, Etta King Beall who died prior to the death of the said Maria Louisa King and leaving surviving her the following named children: Thomas Beall who married Mae Beall, Clyde Beall who married Bernice Beall and Alma Beall who married Earl Dixon. Frank King who died prior to the death of the said Maria Louisa King and leaving surviving him the following named children: Francis N. King, infant, Lorraine King, infant and Elizabeth Louise King, infant.

2. That the said Decedent , Maria Louisa King, was in her lifetime seized and possessed of the two following tracts of land near Davidsonville, Anne Arundel County, Maryland, more particularly described as follows:

TRACT NO. 1.

BEGINNING for the same at a point on the East side of the County road running from Governor's Bridge to Central Avenue where the North side of the County Road, which is the first County Road North of Central Avenue connecting the first mentioned County Road with the road from Davidsonville to Conway, intersects the East side of the first mentioned County Road; thence with the East side of the same, the following 10 courses and distances: North 44° 05' West 345.35 feet; North 45° 07' West 338.8 feet; North 57° 38' West 291.8 feet; North 43° 41' West 156.78 feet; North 31° 03' West 158.18 feet; North 20° 30' West 442.65 feet; North 19° 40' West 555.45 feet to the center line of a private road leading to the house on the herein described property; North 14° 50' West 312.62 feet; North 18° 25' West 211.15 feet; and North 39° 57' West 205.88 feet to

the center line of a branch; thence with the branch the following 5 courses and distances; North 65° 43' East 340 feet; South 85° 31' East 520 feet; due South 166 feet; North 88° 44' East 940 feet; and South 59° 34' East 608 feet to a pipe; thence leaving the branch and running with the general line of the fence, South 06° 58' West 709 feet; South 02° 40' West 508 feet; and South 01° 16' East 770 feet to the North side of the aforementioned County Road running from the first mentioned County Road to Davidsonville; thence with the North side of the same, South 58° 27' West 163.69 feet; South 60° 53' West 193.71 feet; and South 63° 10' West 240.2 feet to the place of beginning. Containing 91.8 acres and being part of the second part of the conveyance from Eugene P. Childs, Trustee, to Louisa King by Deed dated August 12, 1918, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 138, Folio 252 and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in May, 1947.

TRACT NO. 2.

BEGINNING for the same at a point set where the westernmost land line of the property now owned by Lawrence M. Caples intersects the bank of the Patuxent River at the north end of said line; said point also being the northeasternmost corner of the hereinafter described tract; and running from thence and with a line of the Caples' property, the following four courses and distances:- South 25° 43' East, 1082.5 feet to a pipe;South 62° 14' West, 265 feet; South 25° 27' East, 1258.5 feet to a stone; and South 65° 55' West, 1052 feet to a pipe on the waters edge of the Patuxent River; thence with the same, the following 23 courses and distances:-North 58° 55' West, 240 feet; North 82° 44' West,148 feet; South 79° 04' West, 122 feet; South 39° 40' West, 387 feet; South 31° 28' West 140 feet; North 73° 34' West, 122 feet; North 58° 54' West, 180 feet; North 16° 23' West,164 feet; North 02° 25' East, 105 feet; North 22° 27' West, 221 feet; North 28° 21' West, 779 feet; North 30° 38' West, 632 feet; North 42° 42' West, 50 feet; North 12° 51' West, 628 feet; North 24° 44' East, 157; North 62° 55' East, 110 feet; North 72° 39' East, 170 feet; North 82° 42' East, 182 feet; South 87° 41' East, 89 feet; South 72° 21' East, 93 feet; South 85° 32' East, 308 feet; North 78° 33' East, 910 feet; and North 74° 22' East, 331 feet to the place of beginning. Containing 126.7 acres.

Being part of the conveyance from Eugene P. Childs, Trustee, to Louise M. King, by Deed dated August 12, 1918, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 138, Folio 252 and being subject to the use in common of a 20 foot right-of-way running through the property of the above mentioned Caples, said right-of-way being described as follows:-

BEGINNING for the same at a point where the center line of said right-of-way intersects the center line of the County Road, known as Sandy Road, leading through the "Sands" from Governor's Bridge to Central Avenue, said point being further located northerly along said road 2698 feet, more or less, from the center line intersection of said County Road with the County Road which is the first County Road north of Central Avenue leading from the Davidsonville to Defense Highway County Road to the Sandy Point Road; and running from the beginning point so fixed and with the center line of said right-of-way South 83° 07' West, 448.58 feet; South 86° 37' West, 276.22 feet; South 82° 15' West, 457.15 feet; South 86° 35' West, 204.68 feet; North 87° 04' West, 995.59 feet; South 80° 56' West, 197.01 feet; South 48° 44' West, 126.68 feet; South 46° 00' West, 113 feet; South 69° 48' West,

407.77 feet; South 65° 46' West, 220.35 feet; South 74° 46' West, 174.25 feet; South 53° 30' West, 113.47 feet; and South 44° 05' West, 294.81 feet to a nail at the intersection of the center line of said right -of-way and the first line of the above described property; said point being located 438 feet from the beginning of said line, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in May, 1947.

That said tracts of land were acquired by the said Maria Louisa King by Deed from Eugene P. Childs, Trustee, dated August 12, 1918, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 128, Folio 252; and have, by inheritance as aforesaid, descended to your Orators and the above named Respondents as tenants in common.

3. That the said land and premises included in both of the above described tracts, have been duly appraised by two appraisers appointed by the Orphans' Court of Anne Arundel County at a total appraised value of Ten Thousand Five Hundred Dollars , ($10,500.00).

4. That the said land and premises are free and clear of any liens and encumbrances, except costs of administration of the Decedent's estate, including costs, taxes,etc.,

5. That the said land and premises are not susceptible of partition and division in kind, without material loss and injury to the parties entitled to interests therein, particularly the infant Respondents herein, and in order to make division of said interests, it is necessary that the said real estate be sold and the proceeds thereof be divided among the parties hereto, according to their several rights and interests.

6. That your Orators and the Respondents have heretofore agreed to sell Tract No. 1, described above, to Gertrude Winters, one of the Respondents herein, at and for the sum of Eight Thousand Dollars ($8,000.00) and have likewise agreed to sell Tract No. 2, described above, to Doris Steinberg and Oliver Steinberg, her husband, Respondents herein, at and for the sum of Seven Thousand One Hundred and Eighty-five Dollars ($7,185.00). The Contracts being herewith filed.

TO THE END, THEREFORE:

(a) That a decree may be passed confirming the Contracts of Sale for said tracts of land and that a trustee or trustees may be appointed for the purpose of effecting conveyances thereof;

(b) That the proceeds of said sales after proper deduction for commission,expenses, etc., may be distributed among the parties hereto, according to their respective rights and interests;

(c) That Your Orators may have such other and further relief as their cause may require.

May it please your Honor to grant unto your Orators the writ of subpoena, directed to the said J. Irving King and Marie J. King, his wife, Davidsonville, Maryland, George King and Myrtle King, his wife, Davidsonville, Maryland, Blanche Middleton and Robert Middleton, her husband, Eastport, Maryland, Elizabeth Hopkins and James Hopkins, her husband, Linthicum Heights, Maryland, Alma Beck and Henry Beck, her husband, Davidsonville, Maryland, Louise Knighton and Cecil Knighton, her husband, Birdsville,Maryland, Gertrude Winters, c/o Maurice King, Davidsonville, Maryland, Doris Steinberg and Oliver Steinberg, her husband, Edgewater, Maryland, Charles Andrew King

and Jane King, his wife, Davidsonville, Maryland, Thomas King and Hazel King, his wife, Bowie, Maryland, Thomas Beall and Mae Beall, his wife, Gambrills, Maryland, Clyde Beall and Bernice Beall, his wife, Greenbelt, Maryland, Alma Dixon and Earl Dixon, her husband, Berwyn, Maryland, Lester King, Davidsonville, Maryland, Francis N. King, Davidsonville, Maryland, Lorraine King, Davidsonville, Maryland, and Elizabeth Louise King, Davidsonville, Maryland, commanding them to appear in this Court on some certain day, to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.

James C. Morton, Jr.,
Solicitor for Complainants.

. . . . . .

Exhibit No. 1.

Baltimore, Maryland, April 15, 1947.

Louis Maurice King, Administrator,
Davidsonville, Maryland.

Dear Mr. King:

I hereby offer to pay the sum of Eight Thousand Dollars ($8,000.00) for the property in the First District of Anne Arundel County now owned by the heirs of Maria Louisa King and more particularly described in a survey prepared by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in May, 1947, commonly referred to as Tract No. 1 of the King Estate. Will you kindly advise me at your earliest convenience as to the acceptance of my offer?

Very truly yours,
Gertrude Winters.
Davidsonville, Maryland,
April 17, 1947

Exhibit No. 2.

Mrs. Gertrude Winters,
Baltimore, Maryland,
Dear Mrs. Winters:

I have your letter of April 15, 1947, in which you offer to purchase Tract No. 1 of the King Estate for Eight Thousand Dollars ($8,000.00). After conferring with all the heirs of Maria Louisa King I am pleased to advise you that they have authorized me to accept your offer. Because of the fact that some of the heirs are infants it will be necessary to bring partition proceedings in the Circuit Court for Anne Arundel County, have a guardian ad litem to represent the minor heirs and have the sale ratified and confirmed by the Court. This, as you know, will take considerable time.

Very truly yours,
Louis Maurice King,
Administrator of the Estate of
Maria Louisa King.

Exhibit No. 3.

Davidsonville, Maryland, April 1", 1947

Louis Maurice King, Administrator ,
Davidsonville, Maryland.
Dear Mr. King:

I hereby offer to pay the sum of Seven Thousand One Hundred and Eighty-Five Dollars ($7,185.00) for the property in the first District of Anne Arundel County now owned by the heirs of Maria Louisa King and more particularly described in a survey prepared by J. R.

McCrone, Jr., Registered Professional Engineer and Land Surveyor, in May, 1947, commonly referred to as Tract No. 2 of the King Estate. There is enclosed my check in the amount of Seven Thousand One Hundred and Eighty-five Dollars ($7,185.00) which is hereby tendered in payment of the purchase price and I hereby agree to withdraw my claim against the estate for One Hundred and Eighty-five Dollars ($185.00) which has been filed heretofore. Will you kindly advise me at your earliest convenience as to the acceptance of my offer?

Very truly yours,

Oliver Steinberg.

Enclosure (1)

Exhibit 4.

Davidsonville, Maryland,

April 14, 1947

Mr. Oliver Steinberg

Edgewater, Maryland.

Dear Mr. Steinberg:

I have your letter of April 1, 1947, in which you offer to purchase Tract No. 2 of the King Estate for Seven Thousand One Hundred and Eighty-five Dollars ($7,185.00) together with your check in the amount of Seven Thousand One Hundred and Eighty-five Dollars ($7,185.00), it being understood you will withdraw your claim of One Hundred and Eighty-five Dollars ($185.00) against the estate. After conferring with all the heirs of Maria Louisa King I am pleased to advise you that they have authorized me to accept your offer. Because of the fact that some of the heirs are infants, it will be necessary to bring partition proceedings in the Circuit Court for Anne Arundel County, have a guardian ad litem to represent the minor heirs and have the sale ratified and confirmed by the Court. This, as you know, will take considerable time.

In the meantime I am holding your check in the Administrator's account.

Yours very truly,

Louis Maurice King,

Administrator of the Estate of Maria Louise King.

Filed September 3, 1947

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Louis Maurice King and Virginia King, his wife, Complainants in the above cause, by James C. Morton, Jr., their Solicitor, respectfully represents:

That the said Lester King, Francis N. King, Lorraine King and Elizabeth Louise King, Respondents in said cause, havembeen returned summoned, but being infants they cannot answer and defend this suit for themselves.

Your Petitioner, therefore, prays Your Honor to appoint a Guardian ad litem to appear and answer for said infants.

And as in duty bound, etc.,

James C. Morton, Jr.,

Solicitor for Complainants.

ORDER.

ORDERED, by the Circuit Court for Anne Arundel County this 20 day of October,1947, that Henry Zeller be, and he is hereby appointed Guardian ad litem to appear and answer for Lester King, Francis N. King, Lorraine King and Elizabeth Louise King, infants.

William J. McWilliams,

Judge.

Filed Oct. 18", 1947

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of J. Irving King, Marie J. King, George King, Myrtle King, Blanche Middleton, Robert Middleton, Elizabeth Hopkins, James Hopkins, Alma Beck, Henry Beck,Louise Knighton, Cecil Knighton, Gertrude Winters, Doris Steinberg, Oliver Steinberg, Charles Andrew King, Jane King, Thomas King, Hazel King, Thomas Beall, Mae Beall, Clyde Beall, Bernice Beall, Alma Dixon and Earl Dixon to the Bill of Complaint exhibited against them in the above-entitled proceedings, respectfully represents.

1. That they admit the allegations contained in the Bill of Complaint.

2. That they consent to the passage of a Decree by this Honorable Court confirming the Contracts of Sale referred to in the Bill of Complaint.

And as in duty bound, etc.

J. Irving King
Marie J. King
George King
Myrtle King
Blanche Middleton
Robert Middleton
James E. Hopkins
Elizabeth Hopkins
Alma Beck
Henry Beck
Louise Knighton
Cecil Knighton
Gertrude Winter
Doris Steinberg
Oliver Steinberg
Charles Andrew King
Jane King
Thomas Irving King
Hazel King
Thomas Beall
Mae Beall
Clyde Beall
Bernice Beall
Alma Dixon
Earl Dixon.

Filed Nov. 19, 1947

ANSWER OF INFANT DEFENDANTS BY GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Lester King, Francis N. King, Lorraine King and Elizabeth Louise King, infant respondents in the above entitled proceeding, by J. Henry Zeller, Guardian ad litem, for answer to the Bill of Complaint filed herein respectfully show:

1. That they neither admit nor deny the allegations contained in the said Bill of Complaint but demand strict proof thereof.

Having answered the said Bill of Complaint as fully as they can and submitting to such decree as this Court shall deem equitable and proper to pass in the premises, they pray that their interest may be protected in such manner as shall be consistent with equity.

And, as in duty bound, etc.

J. Henry Zeller.

Guardian ad litem.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 1st day of December, 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 J. HENRY ZELLER, Guardian ad liten for Lester King, Francis N. King, Lorriane King, and Elizabeth Louise King, infant, and made oath in due form of law that the matters and facts set forth in the foregoing answer are true to the best of his knowledge and belief.

(Notarial Seal) Lorraine S. Muhlmeister,

My Commission expires May 2, 1949 Notary Public

Filed Dec. 2, 1947

TESTIMONY ON BEHALF OF PLAINTIFFS.

PRESENT:

James C. Morton,Esq., Solicitor for Plaintiffs.

John S. Strahorn, Esq., Examiner

Laura R. Jickling, Special Stenographer.

Witnesses

Louis Maurice King Pages 1 ---3

Clemence C. Burwell Pages 4 and 5

T. Carroll Worthington Pages 6 and 7

Raymond Thomas Rossback Page 8

Louis Maurice King, a witness of lawful age produced on behalf of the Plaintiffs, having been duly sworn, testified as follows:

BY MR. MORTON:

Q. 1. Will you state your name and address.

A. Louis Maurice King, Davidsonville.

Q. 2. You are a son of Marie Louisa King?

A. That's right.

Q. 3. Now will you tell us who survived Mrs. King?

A. She was survived by eight children and ten grand children. The children are: Louis Maurice King, J. Irving King, George King, Blanche King who married Robert Middleton, Elizabeth King who married James Hopkins, Alma King, who married Henry Beck, Louise King who married Cecil Knighton, Gertrude King Winters, divorced. The Grand-children are: Doris King Steinberg, Charles Andrew King, Thomas King and Lester King, an infant, the children of Andrew King, deceased; Thomas Beall, Clyde Beall and Alma Beall Dixon, the children of Etta King Beall, deceased; and Frances N. King, Lorraine King and Elizabeth Louise King, all infants, the children of Frank King, deceased.

Q. 4 Are they the only surviving heirs at law of Maria Louisa King?

A. Yes.

Q. 5 When did Mrs. Maria Louisa King die?

A. September 18, 1946.

Q. 6 At the time of her death she was residing in Davidsonville,Anne Arundel County, Maryland?

A. That's right.

Q. 7 You were appointed Administrator of her estate?

A. Yes.

Q. 8 When did Andrew King die?

A. He died in December, 1932.

Q. 9 When did Etta King Beall die?

A. In November, 1937.

Q. 10 When did Frank King die?

A. In July, 1945.

Q. 11 Then all those children died before their mother?

A. That's right.

Q. 12 Was your mother during her life time seized and possessed of any real estate in Anne Arundel County?

A. Yes.

Q. 13 What did that real estate consist of?

A. Well, it consisted of a farm and a tract of woodland.

Q. 14 Situated in the First Election District of Anne Arundel County?

A. Yes, the First District.

Q. 15 Is that the property which is the subject of this partition proceeding?

A. Yes, it is.

Q. 16 In your opinion, is the property capable of being divided in kind among the children and grandchildren of the deceased?

A. No, it couldn't be done that way, not very handy.

Q. 17 Therefore, in your opinion, it should be sold and the proceeds divided among the heirs?

A. That's right.

Q. 18 In your opinion, is the personal estate of Maria Louisa King solvent-is there enough to pay all claims filed in the Orphanss Court?

A. Yes.

Q. 19. Contracts of sale were filed with the bill of complaint covering Tract No. 1, the purchase price being $8,000.00, and tract No. 2 with a purchase price of $7,000.00. In your opinion,are they fair prices for the respective tracts?

A. They are.

Q. 20 Are there any liens or encumbrances of any kind on the real estate?

A. No, no mortgages, no.

In answer to the General Question, Witness answered:

"No, that's about all."

L. Maurice King.

Clemence C. Burwell, a witness of lawful age produced on behalf of the Plaintiffs, having been duly sworn, testified as follows:

BY MR. MORTON:

Q. 1. State your full name.

A. Clemence C. Burwell.

Q. 2 And your address, Mrs. Burwell?

A. West River, Maryland.

Q. 3 Your occupation?

A. Deputy Register of Wills.

Q. 4 As such Deputy Register of Wills, do you have custody of certain papers in the case of the Estate of Maria Louisa King, deceased?

A. Yes.

Q. 5 Among those papers have you an appraisement of the real estate?

A. Yes, we have.

Q. 6 What was the property appraised for?

A. $10,500.00.

Q. 7 What does that cover?

A. One hundred and fifty acres of land, house and outbuildings located near Davidsonville.

Q. 8 That property is the subject of this proceeding?

A. Yes.

Q. 9 Who were the appraisers?

A. Bernard Williams and Raymond Roseback.

Q. 10 And has the appraisement been approved by the Orphans Court?

A. Not yet. It will be presented to the Court tomorrow.

Q. 11 Among the papers in this case do you have a notice to creditors?

A. Yes, a certificate of publication of notice to creditors.

Q. 12 When was the publication made,-what were the dates of the publication?

A. The first insertion was on the second of January, 1947.

Q. 13 And when did it expire?

A. It expired the thirteenth of July, 1947.

Q. 14 That Certificate has been filed in Court?

A. Yes.

In answer to the General Question, witness answered:

"No".

Clemence C. Burwell.

T. Carroll Worthington, a witness of lawful age produced on behalf of the Plaintiff, testified as follows:

BY MR. MORTON:

Q. 1 State your full name and address.

A. T. Carroll Worthington, 236 Main Street, Annapolis, Md.

Q. 2 What is your occupation?

A. Realtor.

Q. 3 You are familiar with the real estate values in Anne Arundel County?

A. I am.

Q, 4 Have you examined the property which is the subject of this partition proceeding?

A. I have.

Q. 5 In your opinion, what is the value of the land described as Tract No. 1 in the bill of complaint, which is known as the "home place"?

A. $8,000.00.

Q. 6 And what, in your opinion, is the value of the property described as Tract No. 2 in the bill of complaint, which lies across the road from the home property?

A. $4,000.00.

Q. 7 The bill of complaint states that Tract No. 1 is being sold for $8,000.00 and Tract No. 2 for $7,000.00. In your opinion, is that a fair price to pay for those tracts?

A Very fair.

Q. 8 In your opinion, Mr. Worthington, is the property subject to division in kind among the parties in interest, or is it necessary that the property be sold as a whole and the proceeds divided among the heirs?

A. In my opinion, it could not be divided, and it ought to __ sold and the proceeds divided.

In answer to the General Question, Witness answered:

"No."

T. Carroll Worthington

Raymond Rossback, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. MORTON:

Q. 1 State your full name and address.

A. Raymond Rossback, Davidsonville, Maryland.

Q. 2 Are you familiar with property values in the localoty of Davidsonville?

A. Yes.

Q. 3 Have you examined the property which is the subject of this partition proceeding?

A. I have, yes.

Q. 4 In your opinion, what is the fair value of the property described as Tract No. 1 in the bill of complaint?

A. Well, Mr. Williams and I appraised the two properties I think it was for $10,000., and since then one has been sold for $8,000, which I think is a very glld price to get for it.

Q. 5 How about Tract No. 2?

A. That sold vert well, we appraised way below that.

Q. 6 Then you think $7,000.00 a good price to get for that property?

A. Yes.

Q. 7 Do you believe that the property is subject to division in kind among the parties interested?

A. No.

Q. 8 Then it would be necessary for the property to be sold and the proceeds divided?

A. Sure.

In answer to the General Question, Witness answered:

"I don't think so."

Raymond Rossback

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

Witness my hand and seal this 29 day of January, 1948.

Jno. S. Strahorn, (SEAL)

EXAMINER.

Filed January 29", 1948

D E C R E E

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

It is thereupon, this 3" day of February, 1948, by the Circuit Court for Anne Arundel

County, in Equity, ADJUDGED, ORDERED and DECREED, that the properties mentioned in these proceedings be sold in accordance with the terms of the Contracts filed herein.

That James C. Morton, Jr., be, and he is hereby,appointed trustee to carry out and perform the provisions of this decree which are as follows:

That upon receipt of the full purchase money in accordance with the provisions of the contract of sale relating to Tract No. 1 as described in the bill of complaint herein, the said trustee, by good and sufficient deed to be executed and acknowledged agreeable to law, shall convey said Tract No. 1 unto Gertrude Winters, unmarried, free and clear of all encumbrances, including claim of the parties to these proceedings and of any persons claiming by, from or under them, or any of them.

That upon receipt of the full purchase money in accordance with the provisions of the contract of sale relating to Tract No. 2 as described in the bill of complaint herein, the said trustee, by good and sufficient deed to be executed and acknowledged agreeable to law, shall convey said Tract No. 2 unto Doris Steinberg and Oliver Steinberg, her husband, free and clear of all encumbrances, including claim of the parties to these proceedings and of any persons claiming by, from or under them, or any of them.

That said trustee shall give bond in the principle sum of Fifteen Thousand Dollars ($15,000.00) with sureties to be approved by this Court or the Clerk thereof. for the faithful discharge of his duties as such trustee.

That said trustee shall bring into this Court the monies arising from such sales to be disposed of under the direction of this Court, after deducting therefrom the costs of these proceedings and such commissions to the trustee as this Court shall deem proper and after the Court's auditor has stated her account.

William J. McWilliams,

Judge.

Filed Feby. 3", 1948.

FIDELITY AND DEPOSIT COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS, That we, JAMES C. MORTON,JR., TRUSTEE, 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 Fifteen Thousand ($15,000.00) 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 26th day of February in the year of our Lord one thousand nine hundred and forty-eight.

WHEREAS, the above bounden JAMES C. MORTON, JR., by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to convey by deed, respectively, to Gertrude Winters, and Doris Steinberg and Oliver Steinberg, her husband, two tracts of land near Davidsonville, Maryland, mentioned in the proceedings in the case of Louis Maurice King & Virginia King, his wife, vs J. Irving King & Marie J. King, his wife, et al, No. 9292 Equity, now pending in said Court;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden JAMES C. MORTON, JR., 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:

Richard E. Lankford

JAMES C. MORTON, JR., (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Ridgely P. Melvin, Jr.,

Attorney-in-Fact.

Attest:

By Richard E. Lankford,

(Corporate Seal)

BOND APPROVED this 28" day of Feby. 1948,

JOHN H. HOPKINS, 3rd, CLERK.

FILED FEBY. 28, 1948

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of James C. Morton, Jr., Trustee, respectfully shows:

1. That James C. Morton,Jr., was appointed trustee to carry out and perform the provisions of a decree passed by this Honorable Court on February 3, 1948.

2. That the said trustee in compliance with the provisions of said decree has received the full purchase money in accordance with the provisions of the contract of sale relating to Tract No. 1, as described in the bill of complaint in this proceeding and has executed a deed conveying said Tract No. 1 unto Gertrude Winters, unmarried, and has delivered the same to the said Gertrude Winters. .

3 .That the said trustee in compliance with the provisions of said decree has received the full purchase money in accordance with the provisions of the contract of sale relating to Tract No. 2, as described in the bill of complaint in this proceeding and has executed a deed conveying said Tract No. 2 unto Doris Steinberg and Oliver Steinberg, her husband, and has delivered the same to the said Doris Steinberg and Oliver Steinberg, her husband.

4. That the said trustee has filed a bond in the principal sum of $15,000.00 in accordance with the provisions of the said decree.

5. That the said trustee has deposited the proceeds of said sale in a special account subject to the further order of this Honorable Court.

6. That the said trustee prays this Honorable Court to ratify said sales and refer the proceedings to an auditor for the purpose of stating an account and order such division of the proceeds of said sale as this Honorable Court may find proper.

AND as in duty bound, etc.

James C. Morton, Jr.,

Trustee

Filed May 10, 1948

ORDER

Upon the foregoing report of sale and petition, it is this 11th day of May, 1948, ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County, in Equity,that the sales reported therein be, and the same are hereby, finally ratified and confirmed;and it is further ORDERED, ADJUDGED and DECREED that the proceedings be referred to the Court's Auditor for the purpose of stating an account; and it is further ORDERED, ADJUDGED and

~~DECREED that the proceedings be referred to the Court's Auditor for the purpose of stating an account, and it is further ORDERED, ADJUDGED and~~ DECREED that the said Trustee, after payment of all expenses incident to effecting said sales, including costs of the proceedings herein and any attorney's fees and commissions allowed, shall disburse the balance in accordance with the account to be stated by the Auditor.

Marvin I. Anderson. Judge.

Filed May 11, 1948.

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 15, 1848

ALL of which is respectfully submitted.

Laura R. Jickling Auditor.

Dr. Louis Maurice King and Wife vs J. Irving King and Wife ,et al in ac.

To Trustee for Commissions, viz:		485.55
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	25.25	
Jos. W. Alton,Sheriff-costs	5.30	
Auditor - stating this account	22.50	63.05
To Trustee for Expenses, viz:		
Capital-Gazette Press- Order Nisi (acct)	5.00	
J. Henry Zeller-,Guardian at Litem	4.00	
John H. Strahorn- Examiner's fee	8.00	
Laura R. Jickling -stenographer's fee	6.50	
Fidelity & Deposit Co.-bond premium	60.00	
Lorraine S. Muhlmeister- notary fees	.50	84.00
To Trustee for Taxes, viz:		
1948 State and County Taxes ($89.30- adjusted to 3/31/48)		22.32
BALANCE FOR DISTRIBUTION -	$14,530.08	
Distributed to heirs at law of Maria Louise King, viz:		
To Louis Maurice King,son-one-eleventh	$ 1,320.91	
Less direct inheritance tax	13.21	1,307.70
To J.Irving King,son- one-eleventh	$ 1,320.91	
Less direct inheritance tax	13.21	1,307.70
To George King, son - one eleventh	$ 1,320.91	
Less direct inheritance tax	13.21	1,307.70
To Blanche Middleton,daughter-one-eleventh	$ 1,320.91	
Less direct inheritance tax	13.21	1,307.70
To Elizabeth Hopkins-daughter one-eleventh	$ 1,320.92	
Less direct inheritance tax	13.21	1,307.71
To Alma Beck, daughter-one-eleventh	$ 1,320.92	
Less direct inheritance tax	13.21	1,307.71

To Louise Knighton,daughter, one-eleventh	$ 1,320.92	
Less direct inheritance tax	13.21	1,307.71
To Gertrude Winters,daughter,one-eleventh	1,320.92	
Less direct inheritance tax	13.21	1,307.71
To Doris Steinberg, grand-daughter, one forty-fourth	$ 330.23	
Less direct inheritance tax	3.30	326.93
To Charles Andrew King,grand-son, one-forty-fourth-	$ 330.23	
Less direct inheritance tax	3.30	326.93
To Thomas King, grandson, one-forty-fourth-	$ 330.23	
Less direct inheritance tax	3.30	326.93
To Lester King,grandson- one-forty-fourth-	$ 330.23	
Less direct inheritance tax	3.30	326.93
To Thomas Beall, grandson- one-thirty-third	$ 440.30	
Less direct inheritance tax	4.40	435.90
To Clyde Beall, grandson- one-thirty-third	$ 440.31	
Less direct inheritance tax	4.40	435.91
To Alma Beall Dixon,grand-daughter, one-thirty-third	$ 440.31	
Less direct inheritance tax	4.40	435.91
To Francis N. King, grandson, one-thirty-third	$ 440.30	
Less direct inheritance tax	4.40	435.90
To Lorraine King,grand-daughter , one-thirty-third	$ 440.31	
Less direct inheritance tax	4.40	435.91
To Elizabeth Louise King, grand-daughter-one-thirty-third	$ 440.31	
Less direct inheritance tax	4.40	435.91
R. Glenn Prout,Register of Wills-total direct inheritance tax, as above		145.28
		14,530.08
		15,185.00

WITH James C. Morton, Jr., Trustee Cr.

1948			
Mar. 31	Proceeds of Sale of Tract #1 (91.8 acres) to Gertrude Winters(Contract dated April 15, 1947)	8,000.00	
	Proceeds of Sale of Tract #2 (126 acres) to Oliver Steinberg (Contract dated April 1, 1947)	7,185.00	15,185.00
			15,185.00

Filed May 17, 1948

ORDER NISI

ORDERED, This 17" day of May,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 18" 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 18" day of June next.

John H. Hopkins, 3rd, Clerk.

Filed May 17, 1948

CERTIFICATE OF PUBLICATION

Annapolis, Md.,June 19, 1948.

We hereby certify, that the annexed Order Nisi Equity #9292-LOUIS MAURICE KING 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 18th day of June, 1948. The first insertion being made the 20th day of May, 1948.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

Filed June 21, 1948.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 21st day of June, 1948, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed. no cause to the contrary having been shown, and that the 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 June 21st, 1948.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,
a body corporate ,Annapolis, Maryland.

vs.

MELVIN MANDELL
423 Tenth Street,N.W.,
Washington, D. C.

SAMUEL M. GIVOTT,
1831 Summit Place, N.W.,
Washington, D. C.

JOHN F. ROBERTS,JR.,
5011 Ritchie Highway
Brooklyn, 25, Maryland

SOPHIA BERLIN
2620 Loyola
Northway
Baltimore, Maryland.

LT. COMMANDER D. H. PASTOR
c/o Mexican Embassy
Mexico City, Mexico.

AND all persons having or claiming to have any interest in the property known as a lot of ground and improvements situate near Camp Meade in the Fourth Election District, Anne Arundel County, Maryland, and more particularly described herein.

CHARLES BARNES
Valentine Trail
Herald Harbor
Crownsville, Maryland.

AND all persons having or claiming to have any interest in the property known as Lots Nos. 3 and 4, Block 11, Section A, as shown on the plat of Herald Harbor, Second Election District, Anne Arundel County, Maryland.

No. 9892 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY.

ROBERT W. JOHNSON and
LEILA M. JOHNSON, his wife,

2815 Presbury Street,
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots Nos. 21 and 22, Plat A, Section 12, as shown on the plat of Patuxent Park, Fourth Election District, Anne Arundel County, Maryland.

WILLIE PINKNEY
Brooklyn, RFD 9
Baltimore, 25, Maryland

FRANKIE WILSON
Hammonds Ferry Road
Linthicum , Maryland

AND all persons having or claiming to have any interest in the property known as Lot No. 336, as shown on the plat of Patapsco Park, Fifth Election District, Anne Arundel County, Maryland.

ALPHEUS M. SULLIVAN and
KATIE B. SULLIVAN, his wife,
506 North Bouldin Street
Baltimore, 5, Maryland

AND all persons having or claiming to have any interest in the property known as Lots Nos. 49 and 50, Block E. situate at Glendale Terrace, Fifth Election District, Anne Arundel County, Maryland.

OLIVE M. CAMPBELL
2736 South Uhle Street
Arlington, Virginia

AND all persons having or claiming to have any interest in the property known as Lot No. 27, Block 31, as shown on the plat of Avalon Shores, Seventh Election District, Anne Arundel County, Maryland.

HENRY J. CLAY
2515 - 32 Street, S.E.,
Washington, D. C.

AND all persons having or claiming to have any interest in the property known as Lot No. 15, Section 27, as shown on the plat of Avalon Shores, Seventh Election District, Anne Arundel County, Maryland.

JOHN THOMAS GRAY and
LILLIE GRAY, his wife,
Churchton, Maryland

AND all persons having or claiming to have any interest in the property known as Lot No. 4, approximately one-half acre, as shown on an unrecorded plat of Harry Seidman property at Churchton, Seventh Election District, Anne Arundel County, Maryland.

RICHARD C. WRIGHT and
MARY ELIZABETH WRIGHT, his wife,
22 South Madison Street
Bethesda, Maryland.

AND all persons having or claiming to have any interest in the property known as Lot No. 5, Block 45, Section B, as shown on the plat of Avalon Shores, Seventh Election District, Anne Arundel County, Maryland.

BILL OF COMPLAINT
TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining, says:

FIRST: That on or about the 11th day of October, 1948, the certificates of tax sale attached hereto and marked "Complainant's Exhibit No. 1," were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to it, which certificates are prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificates is described as follows:

A. Certificate No. 631: All those pieces or parcels of land situate, lying and being in the Fourth Election District of Anne Arundel County,Maryland, and described as follows:

1. Beginning for the same on the easternmost side of the county road leading to Odenton at a point distant south 10 degrees 37 minutes east 80.35 feet from the beginning of the fourth line of the land described in a deed dated April 17, 1941,and recorded in Liber J.H.H. No. 235, folio 150, from Egidio Rosati to Joseph Taylor,which line is also the southernmost line of Taylor Avenue there laid out, and running along the easternmost side of said county road and continuing the same course, south 10 degrees 37 minutes east 60 feet to a peg now set, said last-mentioned point being north 10 degrees 37 minutes west 30 feet from thenorthernmost side of Starr Lane; running thence north 79 degrees 28 minutes east and parallel with Taylor Avenue, 150 feet to a peg now set; thence north 10 degrees 37 minutes west and parallel to the county road, 60 feet to another peg now set; thence running south 79 degrees 28 minutes west and parallel with the second line of this description, 150 feet to the place of beginning.

2. Beginning for the same on the easternmost side of the county road leading to Odenton at the distance of 75.35 feet, south 10 degrees 37 minutes east from the corner formed by the intersection of said easternmost side of the county road leading to Odenton and the center line of Taylor Avenue 25 feet wide; thence binding on the easternmost side of the county road leading to Odenton, south 10 degrees 37 minutes east 5 feet to the end of the first line of the lot which was conveyed by Joseph Taylor to John T. Phillips, said point also being at the end of the fourth line of the lot which by deed dated July 25, 1941, and recorded in Liber J.H.H. No. 240, folio 402, was conveyed by Joseph Taylor to Harry Plissner and wife; thence binding on said fourth line reversely north 79 degrees 28 minutes east 150 feet to the beginning thereof; thence north 10 degrees 37 minutes west 5 feet; thence south 79 degrees 28 minutes west 150 feet to the place of beginning.

Being the same property which was conveyed to Melvin Mandell, Samuel H. Givot and John F. Roberts, Jr., as tenants in common, by Harry Plissner and wife by deed dated October 1, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 339, folio 411; and being also the same property of which a one-third, undivided interest was conveyed by Samuel M. Givott and wife to Sophia Berlin by way of mortgage dated January 15, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. No. 508, folio 189, which mortgage is still unreleased; and being also the same property from which the said Samuel M. Givott assigned his one-third interest to Lt. Commander D. H. Pastor by agreement and long assignment dated November 12,1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 538, folio 17.

Said property was assessed on the date of the Collector's sale to Melvin Mandell, Samuel M. Givott and John F. Roberts, Jr., whose last known addresses were given as Odenton, Maryland, and whose present addresses are as follows: Melvin Mandell, 423 Tenth Street, N.W. Washington, D. C.; Samuel M. Givott, 1831 Summit Place, N. W., Washington, D. C., John F. Roberts, Jr., 5011 Ritchie Highway, Anne Arundel County, Maryland; Sophia Berlin, 2620 Loyola, Northway, Baltimore, Maryland; Lt. Commander D. H. Pastor, c/o Mexican Embassy, Mexico City, Mexico. The amount due on the day of sale was $530.69.

B. Certificate No. 941: All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County and known as Lots Nos. 3 and 4; Block 11, Herold Harbor on the Severn, as shown on the Amended Map of Section A, Edward W. Diggs, Chief Engineer, November, 1924, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.M.W. No. 3, folio 32; and being the same property which was conveyed to Charles Barnes by Herald Harbor, Incorporated, a body corporate, by deed dated July 1, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No.13, folio 243, and assessed on the date of the Collector's sale to Charles Barnes, whose last known address was Valentine Trail, Herald Harbor, Crownsville, Maryland. The amount due on the day of sale was $44.23.

C. Certificate No. 947: All those lots of ground situate, lying and being in the Fourth Election District of Anne Arundel County and known as Lots Nos. 21 and 22, located on Pershing Road, as shown on Plat A, Section 12, of the property of the Patuxent Land Company, which plat is duly filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 156, now recorded in Cabinet 2, Rod C-7, Plat 155; and being thesame property which was conveyed to Robert W. Johnson and Leila M. Johnson, his wife, by the Patuxent Land Company by deed dated December 8, 1917, and recorded among the aforesaid Land Records in Liber W.N.W. No. 6, folio 480, and assessed on the date of the Collector's sale to Robert W. Johnson and Leila M. Johnson, whose last known address was No. 2815 Presbury Street, Baltimore, Maryland. The amount due on the day of sale was $5.88.

D. Certificate No. 952: All that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County and known as Lot No. 336, as shown on the plat of Patapsco Park, which plat is recorded in Plat Book G. W. No. 1, folio 31; and being the same property which was conveyed to Willie Pinkney by Frankie Wilson, widow, by deed dated March 28, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 329, folio 91; and being also the same property which was conveyed by Willie Pinkney to Frankie Wilson by way of mortgage dated March 28, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 329, folio 92, which mortgage is still unreleased, and which property was assessed on the date of the Collector's sale to Willie Pinkney, whose last known address was Brooklyn,R.F.D. 9, Baltimore,26, Maryland. The amount due on the day of sale was $77.05.

E. Certificate No. 953: All those two lots of ground in a subdivision known as Glendale Terrace, as shown on a plat recorded in Plat Book W.N.W. No. 2, folio 69B, and known as Lots Nos. 49 and 50, Block E, each lot having a front of 20 feet, with an even depth of 125 feet to the center of an alley 10 feet wide; and being the same property which was conveyed to Alpheus M. Sullivan and Katie B. Sullivan, his wife, by Donald R. Roberts and wife by deed dated September 21, 1932, and recorded among the aforesaid Land Records in Liber F.A.M. No. 172, folio 296, and assessed on the date of the Collector's sale to Alpheus

M. Sullivan and Katie B. Sullivan, his wife, whose last known address was No. 506 North Bouldin Street, Baltimore, 5, Maryland. The amount due on the day of sale was $8.37.

F. Certificate No. 958: All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County and known as Lot No. 27 in Block No. 31, as shown on a certain map entitled: "Avalon Shores, Section B, Anne Arundel County, Maryland, February, 1936, Joseph N. Starkey, Civil Engineer, Silver Spring, Maryland," and recorded in Plat Book F.S.R. No. 4, folio 26; and being the same property which was conveyed to Olive M. Campbell by Avalon Shores, Incorporated, by deed dated January 29, 1938, and recorded among the aforesaid Land Records in Liber F.A.M. No. 176, folio 305, and assessed on the date of the Collector's sale to O. M. Campbell, whose last known address was No. 2736 South Uhle Street, Arlington, Virginia. The amount due on the day of sale was $5.61.

G. Certificate No. 959: All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County and known as Lot No. 15 of Block 27, as shown on a certain map entitled: "Avalon Shores,A.A. County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A," which plat is recorded in Plat Book F.S. R. No. 3,folio 48, and being the same property which was conveyed to Henry J. Clay by Avalon Shores, Incorporated, et al., by deed dated November 1, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 158, folio 139, and assessed on the date of the Collector's sale to Henry J. Clay, whose last known address was No. 2515 - 32 Street,S. E.,Washington, D. C., The amount due on the day of sale was $5.60.

H. Certificate No. 960: All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County at or near the Village of Churchton on the north side of the county road leading from the state highway to Franklin Manor, more particularly described as follows:

Beginning for the same on the north side of the county road leading from the state highway to Franklin Manor 285 feet in an easterly direction from the north 25 degree 27 minute west 208.5 foot line as mentioned in a deed from the grantors to Louis T. Brueninger dated October, 1945; and thence continuing in an easterly direction from said point along the north side of said county road a distance of 85 feet to a stake; thence north 25 degrees 27 minutes west 272 feet, more or less, to a stake; and thence in a westerly direction a distance of 18 feet to a stake; thence continuing in a westerly direction, with a slight variation, 68.4 feet to a stake; thence in a southeasterly direction 258 feet, more or less, to the place of beginning, containing one-half acre, more or less, all as shown on an unrecorded plat of the Harry Seidman property made by J.R. McCrone, Jr., etc., dated October, 1945, and also being designated thereon as Lot No. 4; and being the same property which was conveyed to John Thomas Gray and Lillie Gray, his wife, by Harry Seidman and wife by deed dated March 28, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 353, folio 451.

Said property was assessed on the date of the Collector's sale to John Thomas Gray and Lillie Gray, whose last known address was Churchton, Maryland. The amount due on the day of sale was $9.58.

I. Certificate No. 961: All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County and known as Lot No. 5, in Block 45,

as shown on a certain map entitled: "Avalon Shores, Anne Arundel County, Maryland, Section B, February, 1936, Joseph N. Starkey, C.E.,Silver Spring, Maryland," which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 26; and being the same property which was conveyed to Richard C. Wright and Mary Elizabeth Wright, his wife, by Avalon Shores, Inc., et al., by deed dated October 30, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 163, folio 159, and assessed on the date of the Collector's sale to Richard C. Wright and Mary Elizabeth Wright, his wife, whose last known address was No. 22 South Madison Street, Bethesda, Maryland. The amount due on the day of sale was $5.58.

The said lots as above described are the identical lots of ground less particularly described in the aforesaid Collector's certificates.

THIRD: That according to the Equity, Law and Land Records of Anne Arundel County , and xxx the records of the Register of Wills of said county, the title to said lots is still vested in the names of the parties listed as respondents herein.

FOURTH: That said properties have not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

FIFTH: The complainant prays for process directed to the above name respondents, whose last known addresses are set out with their names after the description of each property. A copy of the bill of complaint and order of publication has been mailed to each of the non-resident respondents at their respective addresses.

SIXTH: The complainant prays for an order of publication directed to all parties in interest in the various properties.

SEVENTH: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from October 11,1948, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the complainant under Sections 90-J and90-K of Article 81 of the Annotated Code of Maryland.

EIGHTH: The complainant prays the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By Weems R. Duvall, President,
Complainant.

Albert J. Goodman,

12 Church Circle, Annapolis, Maryland.
Solicitor for Complainant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 7th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared WEEMS R. DUVALL, President of the COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body corporate, the complainant herein, and made oath in due form of law that the matters and facts set forth in the foregoing bill of complaint are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

(Notatial Seal)

Grace R. Hartge, Notary Public

Filed February 8". 1950

COMPLAINANT'S EXHIBIT NO. I

631. CERTIFICATE OF TAX SALE.

I, JOSEPH H. GRISCOM,SR.,/County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11-1948, I sold to A A .Co.Commissioners at public auction for the sum of Fibe hundred and thirty dollars and sixty nine Cents, of which _ Dollars has been paid as a deposit on the property in 4 Dst. described as Lot & Imps: situated near Camp Meade and assessed to Melvin Mandell et al. The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon,accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct. 1948.

JOSEPH H. GRISCOM, SR.,
W.
County Treasurer, Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1949, before me, the subscriber,a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR./ County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal.) William B. Clatonoff, Notary Public.

My Commission Expires May, 1949.

Filed February 8, 1950.

941 CERTIFICATE OF TAX SALE.

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel County, hereby certify that on October 11-1948, I sold to A. A. Co. Commissioners, at public auction for the sum of 44 Dollars and 23 Cents, of which_ Dollars has been paid as a deposit on the property in 2 Dist. described as Lots 3-4 Blk. 11 Sec. A & Improvements as shown on the plat of Herald Harbor A.A.Co. and assessed to Chas Barnes. The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption,together with all other amounts specified by Chapter 761 of the Acts of 1943,and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two

years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct. 1948.

HOSEPH H. GRISCOM,SR., County Treasurer,

W. Collector.

State of Maryland, Anne Arundel County, Sct:

I Hereby certify, that on this 11 day of October,1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal) William B. Clatonoff, Notary Public.

My Commission Expires May, 1949.

Filed Feby. 8, 1950.

947. CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland, and the County of Anne Arundel, hereby certify that on October 11-1948, I sold to A. A. Co. Comm. at public auction for the sum of 5 Dollars and 88 Cents,of which _ Dollars has been paid as a deposit on the property in 4 District described as Lots 21-22-Plat A Section 12 as shown on the plat of Patuxent Park and assessed to Lelia & Robert W.Johnson. The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale,must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct. 1948.

JOSEPH H. GRISCOM, SR.,County Treasurer,

W. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October,'48, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR. _ _, Treasurer and Collector of Taxes for Anne Arundel and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notary Seal) William B. Clatanoff, Notary Public.

My Commission Expires May, 1949.

Filed Feby. 8", 1950

952. CERTIFICATE OF TAX SALE

I. JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland, and the County of Anne Arundel, hereby certify that on October 11, 1948, I sold to A.A.Co. Commissioners at public auction for the sum of 77 Dollars and 05 Cents, of whic _ Dollars

has been paid as a deposit on the property in 5 Dist. described as Lot 336 & Improvement as shown on the plat of Patapsco Park, A. A . Co. and assessed to Willie Pinkney.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property, This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct. 1948.

JOSEPH H. GRISCOM, SR., County Treasurer.

W. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 11 day of October, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR., COUNTY TREASURER, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal) William B. Clatanoff, Notary Public.

My Commission Expires May 1949.

Filed Feby. 8, 1950

953 CERTIFICATE OF TAX SALE.

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland, and the County of Anne Arundel County, hereby certify that on October 11 1948, I sold to A. A. Co. Commissioners at public auction for the sum of 8 dollars and 37 cents, of which Dollars has been paid as a deposit on the property in 5 District described as Lots 49-50 Blk. E situated at Glendale Terrace A.A.Co. and assessed to Alphues M. & Katie B. Sullivan.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified bu Chapter 761 of the Acts of 1943, and acts amendatory thereof, The balance due on account of the purchase price and all taxes, together with interest and penalties accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12-1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal this 10 day of March, 1949

JOSEPH H. GRISCOM,SR., County Treasurer

W Collector.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify, that on this 11 day of October,1949, before me, the subscriber, a Notary Public for the State of Maryland ,in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal) William B. Clatanoff, Notary Public.

My Commission Expires May, 1949

Filed Feby. 8, 1950

958 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1948, I sold to A. A. Co. Comm. at public auction for the sum of 5 Dollars and 61 Cents, of which _ Dollars has been paid as a deposit on the property in 7 Dist. described as Lot 27 Block 31 as shown on the plat of Avalon Shores, A. A. Co. and assessed to Mrs. O. M. Campbell.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes , together with interest and penalties thereon, accruing subsequent to the date of sale, most be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

WITNESS my hand and seal, this 11 day of Oct. 1948.

JOSEPH H. GRISCOM, SR., County Treasurer.

W. Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify,that on this 11 day of October,1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal) William B. Clatanoff, Notary Public.

My Commission expires May, 1949.

Filed Feby. 8", 1950.

959 CERTIFICATE OF TAX SALE.

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel , hereby certify that on October 11, 1948, I sold to A. A. Co. Comm. at public auction for the sum of 5 Dollars and 60 Cents, of which _ Dollars has been paid as a deposit on the property in Dist 7 described as Lot 15 Sect. 27 as shown on the plat of Avalon Shores A. A. Co. and assessed to Henry J. Clay.

The property described herein is subject to redemption. Upon redemption the holder

of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon,accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct. 1948 .

JOSEPH H. GRISCOM, SR., COUNTY TREASURER,

W. COLLECTOR,

State of Maryland, Anne Arundel County, Sct;

I hereby certify, that on this 11 day of October, 1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR, County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal) William B. Clatenoff, Notary Public

My Commission ExpiresMay, 1949.

Filed February 8, 1950.

960

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, SR., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1948, I sold to A. A. Co. Commissioners at public auction for the sum of 9 Dollars and 58 cents, of which _ Dollars has been paid as a deposit on the property in 7 District described as Lot 4 situated at Churchton, A. A. Co., and assessed to John T. Gray & Lillie,;
The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11 day of Oct. 1948.

JOSEPH H. GRISCOM, SR., County Treasurer

W. Collector.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that on this 11 day of October, 1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR., County Treasurer, Treasurer and Collector of Taxes for

Anne Arundel County, and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notary Seal) William B. Clatanoff, Notary Public.

My Commission Expires May, 1949.

Filed February 8, 1950

961 CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, SR, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1948, I sold to A. A.Co. Commissioners at public auction for the sum of 5 Dollars and 58 cents, of which _ Dollars has been paid as a deposit on the property in 7 Dist. described as Lot 5 Block 45 Section B-as shown on the plat of Avalon Shores, and assessed to Richard C. & Mary E.Wright. The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 12, 1949, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

WITNESS my hand and seal, this 11 day of Oct. 1948.

Joseph H. Griscom, Sr., County Treasurer,

W. Collector.

State of Maryland, Anne Arundel County, Sct;

I hereby certify, that on this 11 day of October, 1948, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, JOSEPH H. GRISCOM, SR., County Treasurer, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial.

(Notary Seal) William B. Clatanoff, Notary Public.

My Commission Expires May, 1949.

Filed February 8, 1950

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Second, Fourth, Fifth and Seventh Election Districts of Anne Arundel County, Maryland, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County to the complainant in this proceeding:

A. All those pieces or parcels of land situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and described as follows:

1. Beginning for the same on the easternmost side of the County road leading to Odenton at a point distant south 10 degrees 37 minutes east 80.35 feet from the beginning of the fourth line of the land described in a deed dated April 17, 1941, and recorded in Liber J.H.H. No. 235, folio 150, from Egidio Rosati to Joseph Taylor, which line is also the

southernmost line of Taylor Avenue,there laid out, and running along the easternmost side of said county road and continuing the same course, south 10 degrees 37 minutes east 60 feet to a peg now set, said last-mentioned point being north 10 degrees 37 minutes west 30 feet from the northernmost side of Starr Lane; running thence north 79 degrees 28 minutes east and parallel with Taylor Avenue, 150 feet to a peg now set; thence north 10 degrees 37 minutes west and parallel to the county road, 60 feet to another peg now set; thence running south 79 degrees 28 minutes west and parallel with the second line of this description, 150 feet to the place of beginning.

2. Beginning for the same on the easternmost side of the county road leading to Odenton at the distance of 75.35 feet, south 10 degrees 37 minutes east from the corner formed by the intersection of said easternmost side of the county road leading to Odenton and the center line of Taylor avenue 25 feet wide; thence binding on the easternmost side of the county road leading to Odenton, south 10 degrees 37 minutes east 5 feet to the end of the first line of the lot which was conveyed by Joseph Taylor to John T. Phillips, said point also being at the end of the fourth line of the lot which by deed dated July 25, 1941, and recorded in Liber J.H.H. No. 240,folio 402, was conveyed by Joseph Taylor to Harry Plissner and wife; thence binding on said fourth line reversely north 79 degrees 28 minutes east 150 feet to the beginning thereof; thence north 10 degrees 37 minutes west 5 feet; thence south 79 degrees 28 minutes west 150 feet to the place of beginning.

Being the same property which was conveyed to Melvin Mandell, Samuel M. Givott and John F. Roberts, Jr., as tenants in common, by Harry Plissner and wife by deed dated October 1, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 339, folio 411; and being also the same property of which a one-third, undivided interest was conveyed by Samuel M. Givott and wife to Sophia Berlin by way of mortgage dated January 15, 1949, and recorded among the aforesaid Land Records in Liber J.H.H. No. 508, folio 189, which mortgage is still unreleased; and being also the same property from which the said Samuel M. Givott assigned his one-third interest to Lt. Commander D. H. Pastor by agreement and long assignment dated November 12, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 538, folio 17.

B. All those lots of ground situate, lying and being in the Second Election District of Anne Arundel County and known as Lots Nos. 3 and 4, Block 11, Herald Harbor on the Severn, as shown on the Amended Map of Section A, Edward W. Digges, Chief Engineer, November, 1924, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W . No. 3, folio 32; and being the same property which was conveyed to Charles Barnes by Herald Harbor, Incorporated, a body corporate , by deed dated July 1, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 13, folio 243.

C. All those lots of ground situate, lying and being in the Fourth Election District of Anne Arundel County and known as Lots Nos. 21 and 22, located on Pershing Road, as shown on Plat A, Section 12, of the property of the Patuxent Land Company, which plat is duly filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 156, now recorded in Cabinet 2, Rod C-7, Plat 155; and being the same property which was conveyed to Robert W. Johnson and Leila M. Johnson,his wife,

by the Patuxent Land Company by deed dated December 8, 1917, and recorded among the aforesaid Land Records in Liber W.N.W. No. 6, folio 480.

D. All that lot of ground situate, lying and being in the Fifth Election District of Anne Arundel County and known as Lot No. 336, as shown on the plat of Patapsco Park, which plat is recorded in Plat Book G. W. No. 1, folio 31; and being the same property which was conveyed to Willie Pinkney by Frankie Wilson, widow, by deed dated March 28, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 329, folio 91; and being also the same property which was conveyed by Willie Pinkney to Frankie Wilson by way of mortgage dated March 28, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 329, folio 92, which mortgage is still unreleased.

E. All those two lots of ground in a subdivision known as Glendale Terrace, as shown on a plat recorded in Plat Book W.N.W. No. 2, folio 69 B, and known as Lots Nos. 49 and 50, Block E, each lot having a front of 20 feet, with an even depth of 125 feet to the center of an alley 10 feet wide; and being the same property which was conveyed to Alpheus M. Sullivan and Katie B. Sullivan, his wife, by Donald R. Roberts and wife by deed dated September 21, 1932, and recorded among the aforesaid Land Records in Liber F.A.M. No. 172, folio 296.

F. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County and known as Lot No. 27 in Block No. 31, as shown on a certain map entitled; Avalon Shores, Section B, Anne Arundel County, Maryland, February, 1936, Joseph N. Starkey, Civil Engineer, Silver Spring, Maryland." and recorded in Plat Book F.S.R. No. 4, folio 26; and being the same property which was conveyed to Olive H. Campbell by Avalon Shores, Incorporated, by deed dated January 29, 1938, and recorded among the aforesaid Land Records in Liber F.A.M. No. 176, folio 305.

G. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County and known as Lot No. 15 of Block 27, as shown on a certain map entitled:"Avalon Shores, A. A. County, Maryland, April 30, 1932,P. R. Rupert, Engineer, Section A", which plat is recorded in Plat Book F.S.R. No. 3, folio 48; and being the same property which was conveyed to Henry J. Clay by Avalon Shores, Incorporated, et al., by deed dated November 1, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 158, folio 139.

H. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County at or near the Village of Churchton on the north side of the county road leading from the state highway to Franklin Manor, more particularly described as follows: Beginning for the same on the north side of the county road leading from the state highway to Franklin Manor 285 feet in an easterly direction from the north 25 degree 27 minute west 208.5 foot line as mentioned in a deed from the grantors to Lewis T. Brueninger dated October 1945; and thence continuing in an easterly direction from said point along the north side of said county road a distance of 85 feet to a stake; thence north 25 degrees 27 minutes west 272 feet, more or less, to a stake; and thence in a westerly direction a distance of 18 feet to a stake; thence continuing in a westerly direction, with a slight variation, 68.4 feet to a stake; thence in a southeasterly direction 258 feet; more or less, to the place of beginning, containing one-half acre, more or less, all as shown on an unrecorded plat of the Harry Seidman property made by J. R. McCrone,Jr., etc., dated October, 1945, and also being designated thereon as Lot No. 4; and being the same property which was conveyed to John Thomas Gray and Lillie Gray, his wife, by Harry Seidman and wife by deed dated March 28,1946,

and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 353, folio 451..

I. All that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County and known as Lot No. 5, in Block 45, as shown on a certain map entitled; "Avalon Shores, Anne Arundel County, Maryland, Section B, February,1936, Joseph N. Starkey, C.E., Silver Spring, Maryland", which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 26; and being the same property which was conveyed to Richard C. Wright and Mary Elizabeth Wright, his wife, by Avalon Shores, Inc., et al., by deed dated October 30, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 163, folio 159.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale have expired.

It is thereupon, this 8th day of February, 1950, by the Circuit Court for Anne Arundel County in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 14" day of April, 1950, and redeem the property and answer the bill , or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

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

Filed February 8, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1950.

We hereby certify, that the annexed Order of Publication, Tax Sale, Anne Arundel ~~County~~ Co. Comm, vs Melvin Mandell, 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 29th day of March, 1950. The first insertion being made the 1st day of March, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No.MG 5371. By R. L. Brown.

Filed April 13, 1950.

PETITION AND ANSWER

To the Honorable, the Judges of said Court:

The petition and answer of Willie Pinkney and Frankie Wilson respectfully represents unto your Honors:

1. That, as stated in the Bill of Complaint heretofore filed against these respondents and others, Willie Pinkney was at the time of the tax sale referred to seized and possessed of a parcel of land situate in the Fifth Election District of Anne Arundel County, known as lot number 336 Patapsco Park, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 31, which by Deed dated, March 28, 1945, and recorded among the aforesaid Land Records in Liber JHH No. 329, folio 90, &c. was granted and conveyed by Frankie Wilson to said Willie Pinkney.

2. That the said Willie Pinkney executed a mortgage on March 28, 1945, cover-

ing the said property, in the amount of $2600.00 to Frankie Wilson which said mortgage remains unpaid.

3. That the tax bills for said property were forwarded to said Willie Pinkney who neglected to pay the taxes for the year 1947, and the matter of State and County taxes levied and assessed against said property escaped the attention of said Frankie Wilson ,with the result that the land and improvements described as assessed to Willie Pinkney were sold on October 11th, 1948, to the County Commissioners of Anne Arundel County for the sum of $77.05.

4. That these respondents desire to redeem Lot 336 Patapsco Park and improvements thereupon erected from the said tax sale.

WHEREUPON, these Respondents pray that this Honorable Court may fix the amount necessary for the redemption of said property from said tax sale.

AND these Respondents may have such other and further relief as their case may require.
AND as in duty bound, etc.

Willie Pinkney

Frankie Wilson,

Frankie Wilson

Solicitor for Respondents,

1000 Hammonds Ferry Road, Linthicum Heights, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 18th day of February, 1950, before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Willie Pinkney and Frankie Wilson, two of the Respondents in the above Equity Cause,and made oath in due form of law that the matters and facts as set forth therein are true to the best of their knowledge,information and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Elizabeth Lee Davis, Notary Public.

I HEREBY CERTIFY, That a copy of the aforegoing petition and answer was on February 21, 1950, served personally on Albert J. Goodman, 12 Church Circle, Annapolis, Maryland, Solicitor for Complainant.

Frankie Wilson.

Filed March 1st, 1950.

ORDER OF COURT.

ORDERED, This 1st day of March, 1950, by the Circuit Court for Anne Arundel County, Equity No. 9892, that the Respondents Willie Pinkney and Frankie Wilson, upon payment of the sum of One Hundred Ninety-five and 32/100 ($195.32) Dollars to the Treasurer of Anne Arundel County are entitled to the redemption of Lot 336 Patapsco Park, Fifth District Anne Arundel County, in the State of Maryland, from the tax sale mentioned in the above Equity cause.

Benjamin Michaelson,

Judge.

Assent is hereby given to the above Order.

Albert J. Goodman,

Solicitor for Complainant.

Filed March 1st, 1950.

ORDER TO REISSUE SUMMONS.

Mr. Clark:

Please reissue summons for Charles Barnes, Valentine Trail,Herald Harbor, Crownsville,

Maryland,

Albert J. Goodman,
12 Church Circle, Annapolis,Maryland.
Solicitor for Complainant.

Filed March 10, 1950

STIPULATIONS FILED

It is agreed between the parties hereto that the following amounts must be paid in order that the respondents, Melvin Mandall; Samuel M. Givott, John F. Roberts,Jr., Sophia Berlin, and Lt. Commander D. H. Pastor, et al, etc.,may redeem the property described in Tax Sale Certificate No. 631, filed in these proceedings:

To be paid to the County Treasurer of Anne Arundel		
County for 1947 taxes	321.01	
for 1948 taxes	251.75	
for 1949 taxes	257.42	
for 1950 taxes	211.00	1041.18
Clerk of Court, costs		6.50
Sheriff of Baltimore City, costs		1.00
Sheriff of Anne Arundel County, costs		1.45
Proportionate share of advertising		19.78
Proportionate share of appearance fee		1.12
Notary fee		.25
Title examination		10.00
Postage to non-residents		.33
		1081.61

Albert J. Goodman,
12 Church Circle
Annapolis, Maryland
Solicitor for Complainant.

Melvin Mandall, for the Respondents.

Filed March 18, 1950

ORDER OF COURT

UPON THE AFOREGOING stipulation, it is this 20th day of March, 1950, by the Circuit Court for Anne Arundel County in Equity, ordered that the amounts necessary to redeem the property described in these proceedings are:

To be paid to the County Treasurer of Anne Arundel		
County for 1947 taxes	321.01	
for 1948 taxes	251.75	
for 1949 taxes	257.42	
for 1950 taxes	211.00	1041.18
Clerk of Court, costs		6.50
Sheriff of Baltimore City, costs		1.00
Sheriff of Anne Arundel County, costs		1.45
Proportionate share of advertising		19.78
Proportionate share of appearance fee		1.12
Notary fee		.25
Title examination		10.00
Postage to non-residents		.33
		1081.61

Benjamin Michaelson, Judge.

Filed March 20, 1950

J.H.H. No. 67 Equity

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case settled and the property redeemed as to Melvin Mandall, Samuel M. Givitt, John F. Roberts,Jr., Sophia Berlin, Lt. Commander D. H. Pastor, and all persons having or claiming to have any interest in the property known as a lot of ground and improvements situate near Camp Meade in the Fourth Election District of Anne Arundel County, Maryland.

Albert J. Goodman,

12 Church Circle,Annapolis, Maryland,
Solicitor for Complainant.

Filed March 20", 1950

ORDER OF DISMISSAL

To The Clerk of Said Court:

The Respondents, Willie Pinkney and Frankie Wilson, having paid the Treasurer of Anne Arundel County all taxes, penalties and interest standing against Lot 336 Patapsco Park,and redeemed same from the tax sale set out in the cause herein mentioned, are entitled to have the Bill of Complaint insofar as they are concerned dismissed.

Please, therefore dismiss said Bill of Complaint as against Willie Pinkney and Frankie Wilson.

Albert J. Goodman, Attorney for Complainants

Frankie Wilson, Attorney for Willie

Pinkney and Frankie Wilson.

Filed March 20", 1950

AFFIDAVIT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, who,being duly sworn according to law, deposed and said as follows:

FIRST: That he is the solicitor for the complainant in the above-entitled case.

SECIND: That before filing the bill of complaint in said case, an effort was made to determine the proper addresses of the above-named respondents and whether or not they were deceased.

THIRD: That the last address of the respondent, Charles Barnes, was report as Valentine Trail, Herald Harbor, Crownsville, Maryland.

FOURTH: That two writs of summons were issued for said respondent, both of which were returned "non est" on February 13, 1950, and March 16,1950,respectively. That under the provisions of Section 90F, Article 81, of the Maryland Code, said respondent is deemed served by the order of publication issued out of this Court in the premises.

FIFTH: That the last address of the respondents, Robert W. Johnson and Leila M . Johnson, his wife, was reported as No. 2815 Presbury Street, Baltimore, Maryland. That the respondent, Robert W. Johnson,was returned "mortimus est", whereas the respondent, Leila M. Johnson, was returned "summoned" by the Sheriff of Baltimore City on February 18, 1950,

SIXTH: That the last address of the respondents, Alpheus M. Sullivan and Katie B. Sullivan, his wife, was reported as No506 North Bouldin Street,Baltimore, 5, Maryland. That said respondents were returned "summoned" by the Sheriff of Baltimore City on February 10, 1950.

SEVENTH: That the last address of the respondent, Olive M. Campbell, was reported as No. 2736 South UHLE Street, Arlington, Virginia.

EIGHTH: That the last address of the respondent, Henry J. Clay, was reported as No. 2515 - 32 Street, S.E.,Washington, D. C.

NINTH: That the last address of the respondents, John Thomas Gray and Lillie Gray, his wife, was reported as Churchton, Maryland. That said respondents were returned "Summoned" by the Sheriff of Anne Arundel County on February 20, 1950.

TENTH: That the last address of the respondents, Richard C. Wright and Mary Elizabeth Wright, his wife, was reported as No. 22 South Madison Street, Bethesda, Maryland, That said respondents were returned "Summoned by the Sheriff of Montgomery County on February 16, 1950.

ELEVENTH: That letters enclosing copies of the complainant's bill of complaint were mailed to each of the aforesaid non-resident respondents on February 7, 1950. That no reply was received to this letter from the respondent,Olive M. Campbell, nor was it returned to the complainant unclaimed, so he, therefore, assumes it was delivered. That the letter addressed to the respondent, Henry J. Clay was returned marked "moved, left no address." That he does not know of any better address for this said respondent. Copies of these letters are attached hereto and marked "Affiant's Exhibit No. 1", and the returned letter addressed to Henry J. Clay is likewise attached hereto and marked "Affiant's Exhibit No. 2"

TWELFTH: That no action has been taken by any of the respondents named in this affidavit; and he, therefore, assumes they are not interested in opposing said suit.

THIRTEENTH: That the respondents, Melvin Mandell, Samuel M. Givot_, John F. Roberts, Jr., Sophia Berlin, Lt. Commander D. H. Pastor, Willie Pinkney and Frankie Wilson,have redeemed their properties prior hereto.

Albert J. Goodman, Affiant

(Notarial Seal) Grace R. Hartge, Notary Public.

Filed 13 April, 1950

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the "Maryland Gazette", a newspaper printed and published in Anne Arundel County, Maryland, and the above-named respondents having failed to appear either in person or by solicitor and answer the bill of complaint filed against them, it is thereupon this 18th day of April, 1950, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be, and the same is hereby, taken pro confesso against the respondents, Charles Barnes; Robert W. Johnson and Leila M. Johnson, his wife;Alpheus M. Sullivan and Katie B. Sullivan, his wife, Olive M. Campbell; Henry J. Clay; John Thomas Gray and Lillie Gray, his wife; and Richard C. Wright and Mary Elizabeth Wright, his wife.

Benjamin Michaelson,

Judge.

Filed April 18" 1950

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 that the same have been conducted in substantial compliance with the provisions of Sections 89-I to 90-P of Article 81 of the Annotated Code of Maryland (1947 Supplement),

It is thereupon this 19th day of May, 1950, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed;

FIRST: That all rights of redemption of the respondents, Charles Barnes; Robert W. Johnson and Leila M. Johnson, his wife; Alpheus M. Sullivan and Katie B. Sullivan, his wife; Olive M. Campbell; Henry J. Clay; John Thomas Gray and Lillie Gray, his wife; and Richard C. Wright and Mary Elizabeth Wright, his wife; or of anyone claiming by, from or under them or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County on the 11th day of October, 1948, for the non-payment of taxes, be, and the same are hereby, barred and foreclosed.

SECOND: That an absolute and indefeasible title in fee simple to said property, free and clear of all alienation and defense occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same is subject), is hereby vested in the complainant.

THIRD: That upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the complainant.

FOURTH: That the complainant shall pay the costs of these proceedings.

Benjamin Michaelson,

Judge.

Filed May 19, 1950

IN THE MATTER OF THE TRUST ESTATE	:	No. 6400 EQUITY
	:	
OF	:	IN THE CIRCUIT COURT
	:	FOR
THOMAS McGUCKIAN, DECEASED	:	ANNE ARUNDEL COUNTY.
	:	

: : : : : :

FOR PREVIOUS PROCEEDINGS SEE LIBER 6 F.A.M. No. 33, FOLIOS 79-177, EQUITY RECORDS.

REPORT OF RECEIPTS AND DISBURSEMENTS FROM 1/1/43 to 12/31/43 UNDER RULE 20.

To the Honorable, the Judges of said Court:

The Report of Charles F. Lee, Trustee, respectfully shows:

First: That the TrustEstate now consists of the following property:

A REAL ESTATE

Location	Assessed value for Taxes
Several lots of ground situate in Annapolis, Sixth Election District of Anne Arundel County, Maryland.	$4,938.00
A tract of land in the Second Election District of Anne Arundel County Maryland	14,338.00
Lot and Improvements- Sixth District, Anne Arundel County, Maryland	5,087.00

B. LEASEHOLD

Location	Assessed value for Taxes.
NONE	

C MORTGAGES

Location of Property	Am't of Mortgage	Mortgagor's Name
Lot 140x360 ft. N.E. side of Old Balto.Blvd, 3rd Dis.,A.A.Co.	$3,500.00	David S.& Mildred M. Jenkins
60.8 acres, Defense Highway, 3 Mi. Oak, 2nd Dis., A.A. Co.	1,800.00	Luther M. Nichols, widow
522 Sixth Street, Eastport Md. 2nd Dist. A. A. Co.	1,750.00	Roland P.& Marjorie Parks Bell
Lots 7, 8, 10, ½ 11 Block C, South River Park, 1st Dis..	3,000.00	Bessie K. Potter,widow
2.73 acres, Ritchie Highway, 3rd Dist.,Anne Arundel Co., Md.	2,500.00	A. Byron & Mary B. Crisp

D BONDS

Name of Obligator	No. of Bonds	Amount of bonds.	Maturity of bonds
United States Savings Bond, Series D.	M505043D	$1,000	1949
United States Savings Bond, Series D.	M505044D.	1,000	1949
United States Savings Bond, Series G.	V116707G	5,000	1954
United States Savings Bond, Series G.	M1921143G	1,000	
United States Savings Bond, Series G.	D705700G	500	
United States Savings Bond, Series G.	M1474374G	1,000	
United States Savings Bond, Series G.	M1474375G	1,000	

E STOCKS

No. and Class of shares	name of company	Certificate Nos.	Par Value	Date of Certificate
NONE				

F CHATTELS

NONE

NONE

G. CASH $3,882.10

No. Book Deposited in County Trust Company of Maryland $3,882.10 Bank

SECOND: That since the last report was filed, there have been the following changes in the principal of the Trust Estate.

A RECEIPTS-SALES, Etc., DEBITS

	Date of Order of Court Directing Sales	Gross Amount of Sales	Expenses	Net Amount Received
Corpus cash balance as per last Report				$1,587.59
Salvatore Schifanella	11/24/42	$ 375.00		
Isaac Tongue	contract	150.00		
Graham Crandall	5/4/42	90.00		
Lyda Lee Warner	12/10/43	555.00		

Annapolis Foundation Co.	4/21/43	65.00	
Howard A. Kinhart	3/16/43	600.00	
Theodore R.Correll	contract	260.00	
William J. Lee	4/13/43	1,800.00	
James E. Hall	contract	50.00	
Robert Henry Taylor	6/28/43	350.00	
James Lane	contract	110.00	
James S. Jordon	contract	58.00	
Albert H. Block	6/3/43	600.00	
John Henry Taylor	8/26/43	65.00	
Kenneth H. Duckett,Jr.,	8/26/43	350.00	
Harry S.Kenchington	Contract	100.00	
Cas.& Christine Wilson	Contract	90.00	
John W. Wood, Jr.,	9/2/43	850.00	
Lowery R. Plugge	10/21/43	100.00	
John E. Powell	10/6/43	35.00	
A.& M.Contracting Co top soil	1/12/43	1,000.00	
Gott & Hall, Top Soil	12/17/43	750.00	
Payments a/c mortgages: Roland P.Bell		500.00	
David S. Jenkins		700.00	
			9,603.00
	Total Net Receipts		$11,190.59

Other Receipts:

Taxes received on contracts		$19.48	
Interest received on contracts		66.69	
Interest on Mortgages:			
David S. Jenkins	$189.00		
Luther M. Nichols	60.75		
Roland P. Bell	95.63		
Bessie K. Potter	187.50		
		532.88	
Rents			
Dwelling	$30.00		
Farm	42.00		
Victory gardens	122.00		
Signs	20.00		
		214.00	
Refund of taxes		6.95	
Interest on U.S. Bonds		156.25	
Sale of Pipe		5.00	
Refund of Insurance premium		7.69	
			1,008.94
Total Income from all sources			$ 12,199.53

B EXPENDITURES-PURCHASES,ETC.

Date of Order of Court authorizing Purchase	Purchase Price	Credits Expenses Gross Amount Paid

U.S.Government bond Series G	4/27/43	1,000.00	
U.S.Government bond Series G	9/30/43	2,500.00	
A. Byron Crisp, Mortgag-loan	9/4/43	2,500.00	
Total corpus expenditures			$6,000.00
Other Expenditures:			
Cost of Appraisals		70.00	
U.S. Income Tax for 1942		355.43	
U.S.Income Tax for 1941		330.86	
Interest on Add. Income tax for 1941		28.77	
Auditing Services		60.50	
John H. Hopkins,_Clerk-Taxation of costs		77.50	
Labor cleaning lots		20.00	
Trustee's commissions		438.93	
Premium on Trustee's Bond		108.00	
Water and Sewer Charges		43.57	
Legal expenses		111.00	
Taxes		517.16	
Surveying Expense		137.50	
Allowance acc't, Stamps,etc.		4.15	
Misc: Ledgers	$7.60		
Phone	.50		
Blue Print	1.30		
Bk.Dep.Box	2.40		
Check Book	2.26	14.06	2 317.43
	Total Gross Expenditures		$8,317.43
	Total Corpus Cash Balance as per this report		3,882.10

MEMORANDUM OF INCOME

Third: That since the last annual report, the Trustee has received income of said Trust estate to the amount of $10,611.94

CASH BALANCE AS PER LAST REPORT	1,587.59
TOTAL GROSS INCOME	$12,199.53
AND DURING THAT TIME HAS MADE PAYMENTS AGGREGATING	8,317.43
Leaving the NET INCOME Of the ESTATE	$ 3,882.10

which he has paid over to ----

LEAVING A CASH BALANCE OF INCOME UNDISTRIBUTED THIS DATE $ 3,882.10

as will appear from the RECEIPTS and VOUCHERS which will be exhibited to one of the Auditors or Masters of this Court when required.

CHARLES F. LEE, TRUSTEE.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 18th day of March, 1944, personally appeared before me Charles F. Lee, Trustee of the Estate of Thomas McGuckian and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

Granville Lee Meredith,
Notary Public.

(Notarial Seal)

THIS BLANK TO BE FILLED OUT BY Auditor.

The corpus of the ESTATE as above stated, except certain changes duly authorized by the Court and fully stated under RECEIPTS and EXPENDITURES, corresponds with the last report of the Trustee filed the thirtieth day of March, 1943.

Laura R. Jickling, Auditor.

Of CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County In Equity, this 18th day of March, 1944, that the Report and Account of Charles F. Lee,Trustee be referred to Laura R. Jickling, Auditor, for examination under Equity Rule 20 of this Court.

Ridgely P. Melvin,

Judge.

REPORT OF AUDITOR

TO THE HONORABLE, the Judges of the Circuit Court for Anne Arundel County.

The Auditor reports to the Court that she has examined and verified the report of the Trustee filed in this cause, in accordance with Equity Rule No. 20 of this Court, and finds that said Report is correct as filed, except as follows:

No exceptions.

And the Auditor charges $8.00 for her services in examining and verifying this Report.

March 29, 1944.

Respectfully Submitted,

Laura R. Jickling, Auditor.

FINAL ORDER

ORDERED, By the Circuit Court for Anne Arundel County, In Equity, this 30th day of March 1944, that the aforegoing report of the Trustee be and the same is hereby finally ratified and confirmed.

Ridgely P. Melvin,

Judge.

Filed March 18, 1944

Order of Reference March 18, 1944 fd.

Report of Auditor March 29", 1944 fd.

Final Order March 30", 1944, fd.

REPORT OF RECEIPTS AND DISBURSEMENTS FROM

1/1/44 to 12/31/44, under RULE 20.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Charles F. Lee,Trustee, respectfully shows:

First. That the TRUST ESTATE now consists of the following property.

A REAL ESTATE

Location	Amount value for taxes.
Several lots of ground situate in Annapolis, Sixth Election District of Anne Arundel County, Maryland	$3,726.00
A tract of land in the Second Election District of Anne Arundel County, Maryland	12,847.00
Lot and Improvements-Sixth District,Anne Arundel County, Maryland	5,087.00

B

LEASEHOLD

Location | Assessed value for Taxes

NONE

C

MORTGAGES

Location of Property	Amt of Mortgage	Mortgagor's Name
Lot 140X360 ft.N.E.side Old Balto.Blvd. 3rd.Dis., A.A.Co.	$3,500.00	David S.& Mildred M.Jenkins
60.8 acres, Defense Highway,3 Mi.Oak,2nd.Dis, A.A.Co.	$1,400.00	Luther M. Nichols, widow__
522 Sixth Street,Eastport,Md., 2nd Dist, A.A. Co.	1,250.00	Roland P.& Marjorie Parks Bell
2.73 acres, Ritchie Highway 3rd Dist.,Anne Arundel Co.,Md.	2,500.00	A.Byron & Mary B.Crisp
2.71 acres nr. Mago Vista 3rd Election Dis.A.A.Co.Md.	6,000.00	Lawrence C.& Hazel A. Phipps
1.17 acres north side Harness Creek,2nd. Dis. A.A.Co., Md.	1,500.00	Fred W. & Addie L. Akers

D

BONDS

Name of Obligor	No. of Bonds	Amount of Bonds	Maturity of Bonds
United States Savings Bond,Series D	M505044D	$1,000.	1949
United States Savings Bond,Series D	M505043D	1,000	1949
United States Savings Bond,Series G	V116707G	5,000	1954
United States Savings Bond Series G	M1474375G	1,000.	1955
United States Savings Bond,Series G	M1474374G	1,000	1955
United States Savings Bond,Series G	D705700G	500	1955
United States Savings Bond, Series G	M1921143G	1,000	1955
United States Savings Bond,Series G	GM2943656G	1,000	1954
United States Savings Bond,Series G	GM2943586G	1,000	1954
United States Savings Bond,Series G	GM2943587G	1,000	1954
United States Savings Bond,Series G	GM2943589G	1,000	1954

E

STOCKS

No.and Class of shares	Name of Company	Certificate Nos.	Par Value;	Date of Certificate
NONE				

F

CHATTELS

NONE

G

CASH $3,365.27

No. BOOK

Deposited in County Trust Company of Maryland $3,365.27 Bank

SECOND. That since the last report was filed, there have been the following changes in the principal of Trust Estate

A

	Receipts-Sales, Etc.		Debits
	Date of order of Court directing sales.	Gross Amount; of Sales.	Expenses; Net Amount Received.

Corpus Cash Balance As per Report $3,882.10

Theodore Correll	contract	$ 90.00	
Salvatore Schifanella	10/24/42	100.00	
John E. Powell	contract	130.00	
Isaac Tongue	contract	15.00	
Graham Crandall	5/4/42	220.00	
Charles Wilson	contract	70.00	
James W. Scible,Jr.,	2/23/44	900.00	
James Lane	contract	31.00	
Lowery R. Plugge	10/21/43	225.00	
Charles W. Ford	1/27/44	400.00	
James S. Jordan	contract	115.00	
James J. Stehle	3/13/44	2,575.80	
John R. Rayhart	contract	600.00	
Basil & Audrey Moore	4/19/44	550.00	
John Henry Taylor	contract	40.00	
Dr. Harry R. Weakley	contract	230.00	
Emma Jane Weakley	contract	180.00	
Francis P.Asher,Jr.,	contract	750.00	
Oscar T. Combs	9/2/44	325.00	
William F. Joachim	contract	1,150.00	
Monroe Y. McGown	12/11/44	1,000.00	
Payments a/c Mortgages: Roland P.Bell		500.00	
Bessie K. Potter		3,000.00	
Est.Luther M.Nichols		400.00	13,596.80
		Total Net Receipts	$ 17,478.90

Other Receipts

Taxes received on contracts		86.86	
Interest received on contracts		91.55	
Interest on Mortgages:			
David S. Jenkins	$196.90		
Roland P. Bell	73.13		
A.Byron Crisp	140.64		
Luther M. Nichols	81.00		
Bessie K.Potter	54.17	545.84	
Rents:			
Victory Gardens	$ 57.00		
Signs	65.00	122.00	
Interest on U.S.Bonds		212.50	
Refund of Expenses -1943		3.50	$1,062.25
Total income from all sources			$18,541.15

B. EXPENDITURES-PURCHASES, Etc.,

Court authorizing purchases	Date of Order of	Purchase price	Expenses	CREDITS Gross Amount paid
U.S.Govermnent bond Series G	12/2/44			1,000.00
U.S.Government bond Series G	12/2 /44			1,000.00
Lawrence Phipps, Mortgage loan	8/11/44			6,000.00

Frederick W. Akers, Mortg loan	8/23/44	1,500.00	
U.S.Government bond Series G)	12/2/44	1,000.00	
U. S. Government bond Series G)		1,000.00	
Total corpus expenditures			$11,500.00
Other Expenditures:			
Legal Expenses		81.00	
Taxes		830.10	
Surveying Expense		91.00	
Appraisal Fees		105.00	
Water and Sewer Charges		42.20	
Auditing Service		83.30	
Trustee's Commissions		1,411.42	(Ex'd 30/44)
U. S. Income Tax		865.25	
Labor clearing lots		53.00	
Premium on Trustee's Bond		108.00	
Miscellaneous		5.61	
			3,675.88
			$15,175.88
Total Gross Expenditures			$ 15,175.78
Total Corpus Cash Balance as Per this Report			3,365.27

Memo on Commissions :

Bal. 1943 Comms.	497.82
To 5/31/44	473.81
To 11/30/44	439.79

MEMORANDUM OF INCOME

Third: That since the last annual report, the Trustee has received income of said Trust estate to the amount of $14,659.05

CASH BALANCE AS PER LAST REPORT	3,882.10
TOTAL GROSS INCOME	$18,541.10
and during that time ha_ made payments aggregating	15,175.88
Leaving the NET INCOME of the ESTATE	$ 3,365.27

which he ha_ paid over to _

LEAVING A CASH BALANCE OF INCOME UNDISTRIBUTED THIS DATE $ 3,365.27

as will appear from the Receipts and Vouchers which will be exhibited to one of the Auditors or Masters of this Court when required.

Charles F. Lee,
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 13th day of April, 1945,personally appeared before me Charles F. Lee,Trustee of the Estate of Thomas McGuckian and made oath in due form of law that the matters and facts stated in the foregoing report are true as there in set forth.

(Notarial Seal.) Ruby W. Chaney

THIS BLANK TO BE FILLED OUT BY AUDITOR.

The corpus of the ESTATE as above stated, except certain changes duly authorized by

the Court and fully stated under RECEIPTS and EXPENDITURES, corresponds with the last re - port of the Trustee filed the eighteenth day of March, 1944.

Laura R. Jickling, Auditor,
of Circuit Court for Anne Arundel County.

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this thirteenth day of April, 1945, that the Report and Account of Charles F. Lee, Trustee be referred to Laura R. Jickling Auditor, for examination under Equity Rule 20 of this Court.

Ridgely P. Melvin,
Judge.

REPORT OF AUDITOR

To the Honorable, the Judges of the Circuit Court for Anne Arundel County.

The Auditor reports to the Court that he has examined and verified the report of the Trustee filed in this cause, in accordance with Equity Rule No. 20 of this Court, and finds that said Report is correct as filed, except as follows:

No Exceptions.

And the Auditor charges $8.00 for her services in examining and verifying this report.

April 18, 1945.

Respectfully Submitted,
Laura R. Jickling, Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 19 day of April, 1945, that the aforegoing report of the Trustee be and the same is hereby finally ratified and confirmed.

Ridgely P. Melvin,
Judge.

Filed April 13", 1945

Order of Reference April 13", 1945, fd.

Report of Auditor April 18",1945 fd.

Final Order April 19" 1945, fd.

REPORT OF SALE OF LOTS NOS. 2 and 3, BLOCK J to SAMUEL T.EATON,JR.,AND WIFE: LOT NO. 8 to ABRAHAM GREENGOLD and wife; LOT NO. 1 to FLOYD H. WARNER and wife

And ORDER OF COURT, thereon.

LOT NOS. 2 and 3Block J.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First: That the said Charles F. Lee, Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has made the following sales:

1. To Samuel T. Eaton, Jr., and Jeannette V. Eaton, his wife, all those two lots of ground situate in the Second Election District of Anne Arundel County, Maryland, being Lots Nos. Two (2) and Three (3) of Block "J", as shown on the Revised Plat of the McGuckian Subdivision, near Annapolis made by J. R. McCrone, Engineer, March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 12; at and for the sum of Seven Hundred Dollars ($700.00), which sum has been paid in full, as shown by Contract of Sale, dated March 12, 1946, and filed herewith as a part hereof.

2. To Abraham Greengold and Ceily Greengold, his wife, all that lot of ground situate in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland, being Lot No. Eight (8) as shown on the Revised Plat of Lots on Spa View Avenue and Greenfield Street, made by J. Revell Carr, C.E., June, 1921, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1,Rod A-5, Plat No. 14;at and for the sum of Nine Hundred Fifty Dollars ($950.00), of which sum One Hundred Dollars ($100.00) has been paid, the balance to be paid in cash within thirty days from date of the contract of sale, dated March 13, 1946 and filed herewith as a part hereof.

3. To Floyd H. Warner and Margaret L. Warner, his wife, all that lot of ground situate in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland, being Lot No. One (1) as shown on Plat "B" of the Spa Creek Property made by J. Revell Carr, October, 1932, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat No. 2; at and for the sum of One Thousand Dollars ($1,000.00) , of which sum Two Hundred Dollars ($200.00) , has been paid in cash, the balance to be paid in monthly installments of not less than Fifty Dollars ($50.00). All deferred payments to bear interest at the rate of five per cent per annum, as shown by Contract of Sale, dated March 2, 1946, and filed herewith as a part hereof.

Second: Your Trustee further reports that the sales were fairly made, that he has received the full purchase price from Samuel T. Eaton, Jr., and Jeannette V.Eaton, his wife, on the first sale, and that he has received the deposit from Abraham Greengold and Ceily Greengold, his wife, on the second sale mentioned herein, and that he has received the deposit from Floyd H. Warner and Margaret L. Warner, his wife, on the third sale mentioned herein.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises ratifying and confirming the sales mentioned herein, and authorizing and directing the said Trustee to execute a deed conveying the firstly described property to Samuel T. Eaton,Jr., Jeannette V. Eaton, his wife; and to execute a deed conveying the secondly described property to Abraham Greengold and Ceily Greengold, his wife, when the purchase price has been paid in full, and the terms of the said contract complied with in full; and to execute a deed conveying the thirdly described property to Floyd H. Warner and Margaret L. Warner, his wife, when the purchase price has been paid in full, and the terms of said contract complied with in full.

AND, AS IN DUTY BOUND,etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 13th day of April, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared Charles F. Lee, Trustee, 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 set forth, and that the sales were fairly made.

Witness my hand and Notarial Seal.

(Notary Seal) Ruby W. Chaney, Notary Public.

We, the undersigned, the parties to the above mentione d contracts of sale,do hereby consent to the immediate ratification of said sales.

Charles F. Lee, Trustee

Samuel T. Eaton, Jr.,
Jeannette V. Eaton
A. Greengold

Ceily Greengold
Floyd H. Warner
Margaret L. Warner.

Annapolis,Maryland, March 19,1946

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the properties described in thei report of sale, and hereby certify that in our opinion the sum of Seven Hundred Dollars and Nine Hundred Fifty Dollars and One Thousand Dollars are fair and adequate prices for Lots Nos. 2 and 3, Block J, and Lot 8 and Lot I, respectively, as described in the foregoing report.

Fred Schoen
James H. Murray

UPON the foregoing Petition, Affidavit and Consent to an Immediate Ratification of the sales reported herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 15 day of April, 1946, that the sale of Lots Nos. 2 and 3, Block "J", as shown on plat of McGuickian Subdivision, near Annapolis, as described above, to Samuel T. Eaton,Jr., and Jeannette V. Eaton, his wife, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute a deed conveying said lots; and that the sale of Lot No. 8 as shown on Revised Plat of Lots on Spa View Avenue and Greenfield Street, as described above, to Abraham Greengold and Ceily Greengold, his wife, is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute a deed conveying said lot when the terms of sale complied with in full, and that the sale of Lot No. 1 as shown on Plat "B" of the Spa Creek Property, as described above, to Floyd H. Warner and Margaret L. Warner, his wife, is hereby ratified and confirmed, and that Charles F. Lee,, Trustee, be and is hereby authorized and directed to execute a deed conveying said lot when the purchase price has been paid in full and the terms of sale complied with in full.

William J. McWilliams, __

CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 12th day of March, 1946, by and between CHARLES F. LEE, TRUSTEE FOR THE ESTATE OF THOMAS McGUCKIAN of the first part, hereinafter called Vendor,and SAMUEL T. EATON,JR., AND JEANNETTE V. EATON, his wife, Edgewater, 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 the Second Election District of Anne Arundel County, Maryland, and described as follows: Being lots 2 and 3, Block J, shown on the Revised Plat of the McGuckian Subdivivion, near Annapolis, Md., made by J. R. McCrone,Jr., March 1940 (Linthicum).

Subject to the restrictions pertaining to this development.

Subject to ratification by the Circuit Court of Anne Arundel County, Md.

At and for the price of SEVEN HUNDRED AND 00/100 Dollars, of which SEVEN HUNDRED AND 00/100 Dollars, having been paid prior to the signing hereof All cash, Title to be taken at

once, or as soon as deed can be prepared and sale ratified.

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 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.

WITNESSES:

_____

Charles F. Lee, Trustee (SEAL)

Estate Thomas McGuckian (SEAL)

Samuel T. Eaton, Jr., (SEAL)

Jeannette V. Eaton (STE) (SEAL)

CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 13th day of March,1946, by and between CHARLES F. LEE, TRUSTEE for the Estate of Thomas McGuckian of the first part, hereinafter called Vendor and ABRAHAM GREENGOLD AND CEILY GREENGOLD, his wife, 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:

Being lot No. 8 shown on the Revised Plat of lots on Spa View Avenue and Greenfield St.,Annapolis, Maryland, Said Plat made June 1921 by J. Revell Carr, C. E.

Subject to the restrictions of record.

This contract made subject to the approval of the Circuit Court of Anne Arundel County, Maryland.

At and for the price of Nine Hundred fifty and 00/100 Dollars, of which One 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: Balance in cash within thirty (30) days from date of this contract.

AND upon payment as above of the unpaid 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.

accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Charles F. Lee, Trustee (SEAL)
Estate Thomas McGuckian (SEAL)
Floyd H. Warner (SEAL)
Margaret L. Warner (SEAL)

Filed April 15th, 1946

REPORT OF RECEIPTS AND DISBURSEMENTS, from 1/1/1945 to 12/31/1945, UNDER RULE 20.

To the Honorable, the Judges of said Court:

The Report of Charles F. Lee, Trustee, respectfully shows:

First: That the TRUST ESTATE now consists of the following property:

A — Real Estate

Location	Assessed Value for Taxes.
Several lots of ground situate in Annapolis, Sixth Election District of Anne Arundel County, Maryland,	$15,164
A tract of land in the Second Election District of Anne Arundel County, Maryland	1,762
Lot and Improvements-Sixth Election District, Anne Arundel County, Maryland	5,087

B — LEASEHOLD

Location	Assessed value for Taxes
NONE	

C — MORTGAGES

Location of Property	Am't. Mortgage	Mortgagor's Name
60.8 Acres, Defense Highway, 3 Mile Oak, 2nd Dist. AA County	$ 900.00	Luther M. Nichols, Widower
2.73 Acres, Ritchie Highway 3rd Dist. AA County	2,500.00	A. Byron and Mary B. Crisp
1.17 Acres, north side Harness Creek, 2nd Dist, AA County	500.00	Fred W. and Addie L. Akers
2.71 Acres, near Mago Vista, 3rd Dist. AA County	5,750.00	Harry and Sue E. Kenney
72 3/4 Acres on Underwood Creek, 2nd Dist, A.A. County	1,000.00	Severn Forest Co.
5 lots and dwelling, Pendennis Mt. 3rd, Dist, AA County	15,000.00	Irving P and Emily P. Hall
5.8 Acres purchased from L.E. Murray & Home Prop. Wellsview 2nd Dist., AA County	3,000.00	Clarence A. and Drucilla Beardmore

D — BONDS

Name of Obligor	No. of Bonds	Amount of Bonds	Maturity of Bonds
U.S. SAVINGS BOND, Series D	M505044D	$1000.00	1949

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 the 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.

WITNESSES:

_____

Charles F. Lee, Trustee (SEAL)

Estate Thos. McGuckian (SEAL)

Abraham Greengold (SEAL)

Ceily Greengold (SEAL)

CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 2nd day of March,1946, by and between CHARLES F.LEE, TRUSTEE OF THE ESTATE OF THOMAS McGUCKIAN of the first part, hereinafter called Vendor, and FLOYD H. WARNER AND MARGARET L. WARNER,his wife, Best Gate, Annapolis, 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 the Sixth Election District of Anne Arundel County, Maryland, and described as follows: Being Lot No. 1, shown on Plat B of the Spa Creek Property,Annapolis, Maryland. Said Plat recorded March, 1943.

Subject to the restrictions of record, and also subject to ratification by the Circuit Court of Anne Arundel County, Maryland.

At and for the price of ONE THOUSAND AND 00/100 Dollars, of whichTWO 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 monthly installments of Fifty Dollars ($50.00).

All deferred payments to bear interest at the rate of 5%.

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 this agreement; 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 Charles F. Lee the Broker's Commission in

U.S. Savings Bond, Series D	M505043D	$1000.00	1949
U.S. Savings Bond, Series G	V116707G	5000.00	1954
U.S. Savings Bond, Series G	M1474375G	1000.00	1955
U.S. Savings Bond, Series G	M1474374G	1000.00	1955
U.S. Savings Bond,Series G	D705700G	500.00	1955
U.S. Savings Bond, Series G	M1921143G	1000.00	1955
U.S. Savings Bond, Series G	GM2943656G	1000.00	1954
U.S. Savings Bond, Series G	GM2943586G	1000.00	1954
U.S. Savings Bond, Series G	GM2943587G	1000.00	1954
U.S. Savings Bond, Series G	GM2943589G	1000.00	1954

E STOCKS

No. and Class of shares.	Name of Company	Certificate Nos.	Par Value	Date of Certificate
NONE				

F CHATTELS

NONE

G CASH $5,076.77

No. BOOK

Deposited in County Trust Company of Maryland- $5,076.77 Bank

Second: That since the last report was filed, there have been the following changes in the principal of the TRUST Estate.

A RECEIPTS-SALES, Etc. Debits

	Date of Order of Court directing sales.	Gross amount of sales	Expensed	Net Amount Receives
	Corpus Cash Balanance as Per Last Report			3365.27
Charles Wilson	contract	$ 30.00		
William F. Joachim	"	650.00		
Ralph E. Campbell	"	1000.00		
John E. Powell	"	80.00		
Harry R. Weakley	"	220.00		
Emma J. Weakley	"	220.00		
Theodore R. Correll	"	350.00		
Harry S. Kenchington	"	775.00		
James Gomoljak	"	600.00		
Kenneth G.Duckett,Jr.	"	350.00		
Charles W. Ford	"	200.00		
James S. Jordan	"	100.00		
George W. Cornish	"	262.00		
Richard G. Trott	"	400.00		
Oscar F. Hall	"	215.00		
Myron S. Gordon	"	85.00		
Ralph Roberts	"	80.00		
Rose F. Zall	"	1700.00		

Oscar T. Combs	Contract	150.00
David Harris	"	50.00
James A. Abell	"	400.00
John H. Taylor	"	45.00
Ernest T. Garner	"	700.00
Louis Grimm	"	855.00
	9-20-45	

STATEMENT OF RECEIPTS AND DISBURSEMENTS

YEAR 1945

AMOUNT BROUGHT FORWARD		$ 20,179.18
OTHER INCOME		
Interest on Mortgages	$ 696.92	
Interest on U.S.Bonds	312.50	
Rental of Signs	33.98	
Payments account Principal of Mortgages	12,750.00	
Return Insurance Premium	14.96	
Refund of Appraisal Fee	7.50	
TOTAL OTHER INCOME		13,815.86
		33,995.04
DISBURSEMENTS.		
Loan to Harry Kenny	6,000.00	
Loan to Severn Forest Company	1,000.00	
Loan to Clarence M. Beardmore	3,000.00	
Loan to Irving P. Hall	15,000.00	
Legal Expense	182.00	
Real Taxes	589.78	
Surveying Expense	79.00	
Appraisal Expense	201.50	
Water & Sewer Charge	40.70	
Auditing Service	84.60	
Trustee's Commissions	1,796,16	
U.S. Income Tax for 1944	595.65	
Maryland Income Tax for 1944	42.48	
Premium on Trustee's Bond	108.00	
Advertising	1.00	
Labor Cutting Grass	40.00	
Safe Deposit Box Rent	2.40	
Refund to Louis Grimm	5.00	
Refund of Deposit to Jessie G.Simpson	150.00	
TOTAL DISBURSEMENTS		28,918.27
Balance in Bank, December 31,1945		5,076.71

Jno. E. Popp,

PUBLIC ACCOUNTANT

MEMORANDUM OF INCOME

THIRD: That since the last annual report, the Trustee has received income of said Trust estate to the amount of 30,629.77

Cash Balance as per Last REPORT 3,365.27

TOTAL GROSS INCOME	$33,995.04
and during that time ha_ made payments aggregating	28,918.77
Leaving the NET INCOME of the ESTATE	$ 5,076.27
which he ha paid over to _	
LEAVING A CASH BALANCE OF INCOME UNDERDISTRUBUTED THIS DATE	$,076.77

as will appear from the Receipts and Vouchers which will be exhibited to one of the Auditors or Masters of this Court when required,

Charles F. Lee, Trustee

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 6th day of May, 1946, personally appeared before me Charles F. Lee, Trustee of the Estate of Thomas McGuckian. Deceased, and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

(Notarial Seal) Ruby W. Chaney, Notary Public.

THIS BLANK TO BE FILLED OUR BY AUDITOR.

The corpus of the ESTATE as above stated, except certain changes duly authorized by the Court and fully stated under RECEIPTS and EXPENDITURES, corresponds with the last report of the Trustee filed the thirteenth day of April, 1945.

Laura R. Jickling, Auditor.

of CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDER OF REFERENCE

ORDERED, BY THE Circuit Court for Anne Arundel County, In Equity, this 8 day of May 1946, that the Report and Account of Charles F. Lee, Trustee be referred to Laura R.Jickling Auditor, for examination under Equity Rule 20 of this Court.

William J. McWilliams, Judge.

REPORT OF AUDITOR

To the Honorable, the Judges of the Circuit Court for Anne Arundel County.

The Auditor reports to the Court that he has examined and verified the report of the Trustee filed in this cause, in accordance with Equity Rule No. 20 of this Court, and finds that said Report is correct as filed, except as follows:

No Exceptions

And the Auditor charges $16.00 for her services in examining and verifying this Report. July 8, 1946,

Respectfully Submitted,

Laura R. Jickling, Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 10 day of July 1946, that the aforegoing Report of the Trustee be and the same is hereby finally ratified and confirmed.

William J. McWilliams,

Judge.

Filed May 6, 1946
Order of Reference 8 May,1946
Report of Auditor July 8,1946
Final Order 10 July 1946

REPORT OF SALE OF 5.04 ACRES, SUBDIVISION OF McGUCKIAN PROPERTY, TO JAMES F. GOMOLJAK & WIFE, & ORDER OF COURT THEREON.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto Your Honors:-

First:-That the said Charles F. Lee, Trustee, acting under authority of an Order of Court passed by this Honorable Court on the 29th day of March 1933, has sold to James F. Gomoljak and Angela H. Gomoljak, his wife, all that lot or parcel of land situate, lying and being in the Second Election District, Anne Arundel County,Maryland, beginning for the same at a point now set at the intersection made by the south side of Ritchie Street with the West outline of the property herein described, said beginning point also being the northeasternmost corner of Lot No. One of Block S as shown on a plat of the "Subdivision of Part of McGuckian Estate south of revised layout on West Street, Extended", said plat to be recorded in the plat records of Anne Arundel County in the immediate future; thence from said beginning point and running across the east end of Ritchie Street, and with the rear of Lots One through Seventeen of Block K as shown on said plat, north 32 degrees 53 minutes east 889.3 feet; thence with the south line of Block J as shown on the first plat of the McGuckian subdivision made by J.R. McCrone in 1940 and recorded in the Plat Records of Anne Arundel County in Cabibet No. 1, Rod A, Plat 13, south 57 degrees 07 minutes east 224 feet to intersect the east outline of the original McGuckian property; thence with a part of said east outline, south 33 degrees 17 minutes west 969 feet; thence leaving said outline, north 76 degrees 35 minutes west 180 feet to the southeasternmost corner of Lot One of Block S and thence with the east outline of the said Lot One, north 13 degrees 25 minutes east 150 feet to the place of beginning. Containing 5.04 acres more or less, as surveyed by J.R.McCrone, Registered Professional Engineer and Land Surveyor in March 1946; at and for the sum of Five Hundred Four ($504) Dollars, of which sum One Hundred ($100) Dollars has been paid, the balance of said purchase price to be paid in cash within sixty (60) days from date of Contract of Sale dated July 5, 1946 and filed herewith as a part hereof.

Second: - Your Petitioner reports that he has received the deposit as mentioned in said Contract of Sale, and that the sale was fairly made.

NOW, THEREFORE, YOUR PETITIONER PRAYS Your Honors to pass an Order in the premises authorizing and confirming the Contract of Sale above mentioned and authorizing and directing Your Petitioner to execute the deed conveying the lot mentioned in said Contract of Sale when the purchase price has been paid and the terms complied with in full.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee ,

Trustee.

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

I hereby certify that on this 3rd day of September, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein

set forth, and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, Notary Public.

We, the undersigned, the parties to the above-mentioned Contract of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, -Trustee

James F. Gomoljak

Angela H. Gomoljak

Annapolis, Maryland July 12, 1946

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion, the sum of Five Hundred Four ($504) Dollars for said property is fair and adequate.

Thomas G. Basil

C. L. Meredith

UPON the foregoing Petition, Affidavit, and Consent to the Immediate Ratification of Sale reported herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 4 day of September,1946, that the sale of 5.04 acres of land, more or less, of the McGuckian Subdivision, at and for the sum of Five Hundred Four ($504) Dollars, to James F. Gomoljak and Angela H. Gomoljak, his wife, as described herein, be and the same is hereby ratified and confirmed; and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said lot to the said purchasers when the purchase price has been paid and the terms of sale complied with in full.

William J. McWilliams,

Judge

CONTRACT OF SALE.

APPROVED BY THE ANNE ARUNDEL COUNTY REAL ESTATE BOARD, INC.

THIS AGREEMENT, Made this 5th day of July, 1946, by and between CHARLES F.LEE,TRUSTEE, Estate of Thomas McGuckian of the first part, hereinafter called Vendor, and JAMES F.GOMOLJAK and ANGELA H. GOMOLJAK, HIS WIFE, 222 S. Cherry Grove Ave., Annapolis, of the second part hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinaftermentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor,SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the Second Election District of Anne Arundel County, Maryland, and described as follows: Being a tract containing 5.04 acres more or less, as surveyed by J. R. McCrone,Registered Professional Engineer and Land Surveyor in March, 1946; a description of said parcel and plat, made by the above surveyor is hereto attached. Said tract lying west of the Davis Subdivision and being out of what is known as the Linthicum farm, owned by the Estate of Thomas McGuckian.

Subject to ratification by the Circuit Court of Anne Arundel County, Md.

At and for the price of FIVE HUNDRED FOUR AND 00/100 Dollars, of which ONE 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 sixty days, or as soon as papers can be prepared.

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 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.

WITNESSES:

Charles F. Lee, Trustee (Seal)

Estate Thos McGuckian (Seal)

J.F.Gomoljak (Seal)

Angela H. Gomoljak (Seal)

Filed Sept. 4, 1946.

PETITION TO TERMINATE TRUST & PAY CORPUS AND INTEREST OF ENTIRE ESTATE TO GEO. McGUCKIAN .

To The Honorable, the Judges of said Court:

The petition of George McGuckian respectfully shows:

1. That he is the son and only child of Thomas McGuckian and Maggie McGuckian, his wife, both of his parents being deceased.

2. That Thomas McGuckian, during his lifetime, was the owner of a tract of land, lying, being and situate in the City of Annapolis, Maryland, consisting of 27.43 acres more or less, and being the same property which was conveyed to him by Sarah M. Hartshorne and Charles H. Hartshorne, her husband, by deed dated June 6, 1914, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 105, folio 334, a certified copy being filed in these proceedings as Petitioner's Exhibit "B".

3. That on or about the 9th day of September, 1921, Thomas McGuckian died testate and by his last will and testament dated May 30th, 1921, and recorded among the Testamentary Records of Anne Arundel County in Will Book O.B.D. No. 3, folio 13, a certified copy of said will being already filed in these proceedings as Petitioner's Exhibit "A", he gave and devised to his wife a life estate in the said property by the first paragraph thereof and made the following provisions in the second paragraph.

"After the death of wife, I give, bequeath, and devise all of said property not having been previously disposed of by my Executors, hereinafter named, to my son, George McGuckian, or in case of his death to his issue, if any".

(a) "In the event that my son, George McGuckian, should die without issue, I give, bequeath and devise all of the aforesaid property, not having been previously disposed of, to my nephew, George Zeender, absolutely."

AND by the fourth paragraph thereof the decedent appointed Charles F. Lee and

Winson G. Gott as the executors of his last will and testament.

"With full power and authority, in their discretion, to manage, mortgage,lease - - or sell, or in any other manner dispose of any of the property, which I may own at the time of my death, without the intervention of the Orphans Court, or any Court of Equity, and without the purchaser or purchasers having to look to the application of the purchase money".

4. That the said Maggie McGuckian was then living and the said Charles F. Lee and Winson G. Gott erroneously administered the trust reposed in them through the medium of the Orphans Court for Anne Arundel County thereby holding up the settlement of the estate.

5. That in the year 1932 the Annapolis High School bought a part of this tract of land of Thomas McGuckian but the said Nicholas H. Green, Esq., who was at that time practicing law and who subsequently became a judge, refused to take title unless the trust was administered by the Circuit Court for Anne Arundel County.

6. That thereupon it was also discovered that Thomas McGuckian with Maggie McGuckian, his wife, were seized of another tract of land in Anne Arundel County located in the Second Election District thereof containing 188¼ acres of land, being the same property conveyed to them by Ida E. Carling, et al, by deed dated the 3rd day of December, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 18, folio 321, a certified copy of said deed being heretofore filed in these proceedings as Petitioner's Exhibit "C", said tract after the death of Thomas McGuckian vested absolutely in Maggie McGuckian, his wife, nevertheless, the said executors, Charles F. Lee and Winson G. Gott, proceeded to sell those lots under the assumption that it was the property of Thomas McGuckian and that title passed under the will, nevertheless, when they learned to the contrary they went to Maggie McGuckian and had her convey her interest which was the absolute fee to Winson G.Gott and Charles F. Lee as executors of the last will and testament of Thomas McGuckian, for the purpose of carrying out the terms and conditions expressed in the said will, a certified copy of the said deed from Maggie McGuckian, widow, to Winson G. Gott and Charles F. Lee, Executors, being dated March 5th, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 59, folio 474, a certified copy of said deed has heretofore been filed as Petitioner's Exhibit "D", said deed in the granting clause and habendum recites being subject, nevertheless, to

"the devisees, limitations and restrictions contained in the aforesaid will" of Thomas McGuckian.

7. That Winson G. Gott, one of the executors, died about 1928 and left Charles F. Lee as the surviving trustee, the said Charles F. Lee during the year 1932, being informed that the executors had no right to administer a trust and that the Orphans Court matter should be closed, went to Maggie McGuckian, the widow, George McGuckian, her only son, and Elsie McGuckian, his wife, and also procured the signature of George Zeender and Mary Zeender, his wife, upon a deed dated the 29th day of November, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 106, folio 275, the original of said deed being heretofore filed in these proceedings as Petitioner's Exhibit "E" conveying the 27.43 acre tract in Annapolis to Charles F. Lee.

"In special trust and confidence,nevertheless,for the uses and purposes following, that is to say; to manage,mortgage,lease or sell,or in any other manner dispose of the above described property, and to generally administer

this trust in accordance with such Decrees which may be passed by the Circuit Court for Anne Arundel County, and to apply the proceeds in accordance with such Decrees as may be passed by the Circuit Court for Anne Arundel County."

8. That on March 29th, 1933, the said Maggie McGuckian conveyed all her right, title and interest in the 188¼ acre tract of land to Charles F. Lee as surviving executor under the last will and testament of Thomas McGuckian, said original deed being dated as aforesaid and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 107, folio 507, said original deed being heretofore filed as Petitioner's Exhibit "F", the habendum of which reads as follows:

"To Have and To Hold the above described property unto and to the proper use and benefit of the said party of the second part, as Trustee, for the purpose setforth in the Petition and order filed "In the Matter of the Trust Estate of Thomas McGuckian" being No. 6400 Equity, In the Circuit Court for Anne Arundel County, and in accordance with the terms and provisions of the Will of the said Thomas McGuckian, deceased."

8 That on the 29th day of November, 1932, Maggie McGuckian, George McGuckian, her son, and Elsie McGuckian, his wife, George G.Zeender and Mary L. Zeender, his wife, requested the Circuit Court for Anne Arundel County to

"Assume jurisdiction of the trust, prescribe rules and regulations for the administration thereof, and that Charles F. Lee,of Annapolis, Maryland, be appointed trustee."

And on the same day this Honorable Court assumed jurisdiction of the trust created and appointed Charles F. Lee, Trustee, and directed that he should file a yearly report of all assets, liabilities and expenses incident to the administration of the estate

9. On March 29th, 1933, Maggie McGuckian petitioned the court to also include the Linthicum farm of 188¼ acres in Anne Arundel County in the trust estate which the court permitted.

10. That accounts have been filed up to date and the last account disclosed that the trust has on hand approximately one hundred thousand dollars and has never paid any money to George McGuckian who is the sole heir at law under the last will and testament of his father, in view of the fact that he now has three children as his issue, your Petitioner contending that as soon as his first child was born the trust hereby created ceased and determined and he should have been given the estate.

Wherefore, your Petitioner, prays,

1. That an order may be passed by this Honorable Court directing this estate closed and the Trustee be directed to turn over the corpus and interest of this estate to your Petitioner and likewise to convey to your Petitioners all unsold lots in both developments.

And as in duty bound, etc.

George C. McGuckian,
Petitioner.

George B. Woelfel,
Solicitor for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that upon this 23rd day of September, in the year 1946, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George McGuckian 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.

ORDER OF COURT

Upon the aforegoing petition, exhibits and affidavit, it is this 26th day of September, 1946, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the trust estate of Thomas McGuckian, deceased, the same being No. 6400 Equity, in this Court, be, and the same is hereby terminated.

And it is further ORDERED BY THE AUTHORITY AFORESAID THAT Charles F. Lee, surviving executor of the last will and testament of Thomas McGuckian, and trustee of this cause be, and he is hereby directed to turn over the papers in this matter to the Court's Auditor in order that she may state a final account in which the said Auditor shall allow George McGuckian both the interest and corpus of this estate and when said account is finally ratified and confirmed, the said Charles F. Lee, as executor and trustee be, and he is hereby directed to pay over to the said George McGuckian all of the corpus and interest in this estate and to convey to him absolutely and in fee simple all unsold lots in this trust estate that have not been heretofore conveyed unless cause to the contrary thereof be shown on or before the 26th day of October, 1946, and provided further that a copy of this petition affidavit and order of Court be served on the said Charles F. Lee or George E. Rullman, his solicitor, on or before the 30th day of September, 1946.

James Clark.

Judge.

Service admitted this 26th day of September, 1946.

Charles F. Lee, Trustee.

Filed September 26, 1946.

ANSWER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Charles F. Lee, Trustee, to the Petition of George McGuckian filed in this Honorable Court under date of September 26, 1946, respectfully shows:-

First:- That he admits the allegations contained in the first paragraph of said Petition.

Second:-That he admits the allegations contained in the second paragraph of said Petition.

Third:- That he admits the allegations contained in the third paragraph of said Petition.

Fourth:-As to the fourth paragraph of said Petition, Your Respondent admits that at the time of the death of Thomas McGuckian, his widow, Maggie McGuckian, was then living and the said Charles F. Lee and Winson G. Gott were administering the Estate of Thomas McGuckian through the Orphans' Court and answering further, states that there was certainly on intention of holding up the Estate.

Fifth:- That in the year 1932, the Board of Education of Anne Arundel County purchased

a tract of land from the Trust Estate of Thomas McGuckian and a title company made the conveyance and requested that title be passed by a Trustee appointed by the Circuit Court for Anne Arundel County.

Sixth:- Answering the sixth paragraph of said Petition, Your Respondent admits the allegations contained theerin, and answering this paragraph further, states that the said Maggie McGuckian, widow of Thomas McGuckian was fully informed of her rights with reference to the property mentioned in this paragraph and requested that the property known as the "Carling Tract" or "Linthicum Farm", be administered by the said Winson G. Gott and Charles F. Lee, subject to the devisees, limitations and restrictions contained in the aforesaid Will of Thomas McGuckian.

Seventh:- Answering the seventh paragraph of said Petition, Your Respondent admits the allegations contained therein and, answering further, states that all parties to the deed referred to in this paragraph were informed of their rights in the property and the effect of this deed, and all parties expressed their approval and requested Your Respondent to proceed to administer the trust.

Eighth:- Answering the eighth paragraph, Your Respondent admits the allegations contained therein. Answering the paragraph also marked "Eighth",with reference to the Petition of the 29th day of November 1932, wherein the Court assumed jurisdiction of the trust created and appointed Charles F. Lee, Trustee, these allegations are admitted;

Ninth:- Answering the ninth paragraph of said Petition, Your Respondent admits the allegations contained therein.

Tenth:- Answering the tenth paragraph of said Petition, Your Respondent states that he has filed annual reports, the last having been filed May 6, 1946 and finally ratified by this Honorable Court under date of July 10, 1946, which shows the status and assets of this Estate.

Eleventh:-Answering further, Your Respondent states that he has never paid any money to George McGuckian as an heir-at-law of the Last Will and Testament of Thomas McGuckian, deceased, although he has made several efforts to see if some such arrangement could be made whereby the Court would sign an Order giving him the necessary authority to so do. He sought a construction of the Will of Thomas McGuckian in consulting the late Judge Robert Moss, the late Judge Nicholas H. Green, and the late Judge Ridgely P. Melvin, but was advised by these Judges that no such Order could be signed until the provisions of the Will of Thomas McGuckian were construed and interpreted; and now Your Respondent prays Your Honors to construe and interpret the terms of the Last Will and Testament of Thomas McGuckian, and states that he is eager and anxious to comply with all future Orders of this Court.

TWELVTH:- Answering further, Your Respondent shows that at the time of the death of Thomas McGuckian, his estate was insolvent in that there was a mortgage on the Linthicum Farm of approximately Twenty-one Thousand ($21,000) Dollars, a mortgage on the home property of Thirty-eight Hundred ($3800) Dollars, a mortgage on the Spa View or Greenfield property of Fifty-five Hundred ($5500) Dollars, an open account due Harry W. Elliott of approximately Four Thousand ($4000) Dollars, and an open account to the H. B. Myers Company of One Thousand ($1000) Dollars. All of these obligations were paid and satisfied in full and by always looking to the best interests

of this Estate and complying with Orders of the Court, this Estate has been built up substantially as shown by the various annual reports which have been filed, audited,and ratified.

AND, having answered the Petition filed against him under date of September 26,1946, Your Respondent prays to be dismissed with his reasonable costs.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee,

George E. Rullman, Respondent

Sol. for Respondent

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 26th day of October in the year 1946, before the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee of the Estate of Thomas McGuckian, and made oath in due form of law that the matters and facts set forth in the foregoing Answer are true as therein stated.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney,

Notary Public.

Filed Oct. 25, 1946

MEMORANDUM AND ORDER

When the petition, filed by George McGuckian herein, on September 26, 1946, was first laid before me, I did not understand the nature of these proceedings, ~~and did not understand the nature of these proceedings~~, and did not realize the import of said petition, and signed, as a routine matter, the show cause order thereto subjoined. A copy of this order was duly served on Mr. Lee, the trustee herein, and he has filed an answer praying, among other things, that the will of Thomas McGuckian be construed. Upon an examination of the proceedings, I find that this will have to be done before I can intelligently pass on the prayers contained in said petition.

In order to construe Mr. McGuckian's will, however, I will have to have all the parties, who could by any possibility, be affected thereby, before me. Due process demands this. They cannot be brought into Court and cannot be bound by service on the trustee. He does not represent them. They must be served personally and given an opportunity to come in and resist the passage of the orders prayed for.

I gather from the petition that George McGuckian has certain children, but their names are not given nor does it appear whether they are of full age or still infants. They must be made parties; and, if they are still infants, the Court will appoint a guardian ad litem for them. The record does not show whether George Zeander is still living or not. If he is still living, he must be brought in and given an opportunity to be heard. If he is dead, his heirs-at-laws or possibly the devisees under his will must be brought in. Then, for all I know, there may be others who would be necessary parties. It is the petitioner's responsibility to ascertain this; and if there are any such, bring them in. It may also be necessary to make the spouses, if any, of interested persons, parties. (Lumpkin vs Lumpkin, 108 Maryland 470.) The petition should also set up all the circumstances surrounding the testator at the time of his death, such as the quantity and condition of his estate, and the natural objects of his bounty and so forth, for such circumstances may have a bearing on what he meant, by what he said in his will.

All I can do, at this time, is to pass an order, granting the said George McGuckian

leave to amend his petition as heretofore indicated. When he does that, I will pass such further orders as may be appropriate to bring the questions raised by him properly before the Court.

James Clark,

14 November, 1946. Judge.

ORDER.

It is ordered, this fourteenth day of November, 1946, by the Circuit Court for Anne Arundel County, sitting in equity, that leave be, and the same is hereby,granted George McGuckian to amend the petition filed by him herein, on September 26, 1946, so as to make it comply with the suggestions contained in the foregoing memorandum.

And, it is further ordered that when said amended petition is filed, this Court will pass such further orders as may be appropriate to bring the questions raised by the said George McGuckian, properly before the Court.

James Clark.

Judge

Filed Nov. 14, 1946

AMENDED PETITION TO TERMINATE TRUST AND PAY CORPUS

AND INTEREST TO GEORGE McGUCKIAN .

To the Honorable, the Judges of said Court:

The amended petition of George McGuckian leave of the Court first having been obtained, respectfully shows:

1. That he is the son and only child of Thomas McGuckian and Maggie McGuckian, his wife, both of his parents being deceased.

2. That Thomas McGuckian, during his lifetime, was the owner of a tract of land lying, being and situate in the City of Annapolis, Maryland, consisting of 27.43 acres, more or less, and being the same property which was conveyed to him by Sarah M. Hartshorne and Charles H. Hartshorne, her husband, by deed dated June 6th, 1914, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 105, folio 334, a certified copy being filed in these proceedings as Petitioner's Exhibit No. "B"

3. That on or about the 9th day of September, 1921, Thomas McGuckian died testate and by his last will and testament dated May 30th, 1921, and recorded among the Testamentory Records of Anne Arundel County in Will Book O.B.D. No. 3, folio 13, a certified copy of said will being already filed in these proceedings as Petitioner's Exhibit No. "A", he gave and devised to his wife a life estate in the said property by the first paragraph thereof and made the following provisions in the second paragraph.

> "After the death of wife,I give,bequeath and devise all of said property, not having been previously disposed of by my Executors, hereinafter named, to my son,George McGuckian, or in case of his death to his issue, if any"
>
> (a) "In the event that my son, George McGuckian, should die without issue I give, bequeath and devise all of the aforesaid property, not having been previously disposed of, to my nephew,George Zeender,absolutely."

And by the fourth paragraph thereof the decedent appointed Charles F. Lee and Winson G. Gott as the executors of his last will and testament.

"with full power and authority, in their discretion, to manage,mortgage,lease or sell,or in any other manner dispose of any of the property, which I may own at the time of my death, without the intervention of the Orphans Court,or any Court of Equity,and without the purchaser or purchasers having to look to the application of the purchase money".

4. That the said Maggie McGuckian was then living and the said Charles F. Lee and Winson G. Gott erroneously administered the trust reposed in them through the medium of the Orphans Court for Anne Arundel County thereby holding up the settlement of the estate,

5. That in the year 1932 the Annapolis High School bought a part of this tract of land of Thomas McGuckian but the said Nicholas H. Green, Esq., who was at that time practicing law and who subsequently became a judge, refused to take title unless the trust was administered by the Circuit Court for Anne Arundel County.

6 That thereupon it was also discovered that Thomas McGuckian with Maggie McGuckian, his wife, were seized of another tract of land in Anne Arundel County located in the Second Election District thereof containing 188¼ acres of land, being the same property conveyed to them by Ida E. Carling, et al, by deed dated the 3rd day of December, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 18, folio 321, a certified copy of said deed being heretofore filed in these proceedings as Petitioner's Exhibit "C", said tract after the death of Thomas McGuckian vested absolutely in Maggie McGuckian, his wife, nevertheless, the said executors, Charles F. Lee and Winson G. Gott, proceeded to sell those lots under the assumption that it was the property of Thomas McGuckian and that title passed under the will, nevertheless, when they learned to the contrary they went to Maggie McGuckian and had her convey her interest which was the absolute fee to Winson G. Gott and Charles F. Lee as executors of the last will and testament of Thomas McGuckian, for the purpose of carrying out the terms and conditions expressed in the said will, a certified copy of the said deed from Maggie McGuckian, widow, to Winson G. Gott and Charles F. Lee, Executors, being dated March 5th, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W.,No. 59, folio 474, a certified copy of said deed has heretofore been filed as Petitioner's Exhibit "D", said deed in the granting clause and habendum recites being subject, nevertheless, to

"the devisees,limitations and restrictions contained in the aforesaid will"

of Thomas McGuckian.

7. That Winson G. Gott, one of the executors, died about 1928 and left Charles F . Lee as the surviving trustee, the said Charles F. Lee during the year 1932, being informed that the executors had no right to administer a trust and that the Orphans Court matter should be closed, went to Maggie McGuckian, the widow, George McGuckian, her only son, and Elsie McGuckian, his wife, and also procured the signature of George Zeender and Mary Zeender,his wife upon a deed dated the 29th day of November, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 106, folio 275, the original of said deed being heretofore filed in these proceedings as Petitioner's Exhibit "E" conveying the 27.43 acre tract in Annapolis to Charles F. Lee,

"In special trust and confidence,nevertheless, for

> the uses and purposes following, that is to say: to manage, mortgage, lease or sell, or on any other manner dispose of the above described property, and to generally administer this Trust in accordance with such Decrees which may be passed by the Circuit Court for Anne Arundel County, and to apply the proceeds in accordance with such Decree as may be passed by the Circuit Court for Anne Arundel County."

8. That on March 29th, 1933, the said Maggie McGuckian conveyed all her right, title and interest in the 188¼ acre tract of land to Charles F. Lee as surviving executor under the last will and testament of Thomas McGuckian, said original deed being dated as aforesaid and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 107, folio 507, said original deed being heretofore filed as Petitioner's Exhibit "F", the habendum of which reads as follows:

> "TO Have and To Hold the above described property unto and to the proper use and benefit of the said party of the second part, as Trustee, for the purpose set forth in the Petition and order filed "In the Matter of the Trust Estate of Thomas McGuckian" being No. 6400 Equity, In the Circuit Court for Anne Arundel County, and in accordance with the terms and provisions of the will of the said Thomas McGuckian, deceased."

9. That on the 29th day of November, 1932, Maggie McGuckian, George McGuckian, her son, and Elsie McGuckian, his wife, George G. Zeender and Mary L. Zeender, his wife, requested the Circuit Court for Anne Arundel County to

> "assume jurisdiction of the trust prescribed rules and regulations for the administration thereof, and that Charles F. Lee of Annapolis, Maryland, be appointed trustee."

And on the same day this Honorable Court assumed jurisdiction of the trust created and appointed Charles F. Lee, Trustee, and directed that he should file a yearly report of all assets, liabilities and expenses incident to the administration of the estate.

10. On March 29th, 1933, Maggie McGuckian petitioned the court to also include the Linthicum farm of 188¼ acres in Anne Arundel County in the trust estate which the court permitted.

11. That accounts have been filed up to date and the last account disclosed that the trustee has on hand approximately one hundred thousand dollars and have never paid any money to George McGuckian who is the sole heir at law under the last will and testament of his father in view of the fact that he now has three children as his issue, your Petitioner contending that as soon as his first child was born the trust created ceased and determined and he should have been given the estate because your Petitioner was over thirty years of age at the time of his father's death and unmarried and his father entertaining great fear that he would not marry and have issue,

consequently, he made that sort of a provision in his will.

12. Nevertheless, your Petitioner was thirty-three years of age when he became married to one Elsie Leitch and as a result of said marriage there has been born to the parties three children, to wit: Margaret E. McGuckian born April 4th, 1925, George T. McGuckian born September 7th, 1929, and Alfred B. McGuckian born October 17th, 1933, the last two of said children being minors.

13. That George Zeender died more than ten years years ago and left surviving him May Zeender, wife of the decedent George Zeender, and a son Philip Zeender age approximately thirty, both of whom are adults and residents of the State of Connecticut.

Wherefore your Petitioner prays:

1. That an order may be passed by this Honorable Court summoning Margaret McGuckian, adult, George T. McGuckian, infant, Alfred B. McGuckian, infant, May Zeender, adult, and Philip Zeender, adult, being all of the parties in interest in order that each may be heard or be given an opportunity to be heard, before the closing of this estate and to show cause if any they have, why the trustee should not pay the corpus and interest in this estate to your Petitioner free, clear and discharged of any interest of his children now living or hereinafter to be born or of any of the heirs of George Zeender.

And as in duty bound, etc.

George B. Woelfel,

Solicitor for Petitioner.

Filed Jany. 8", 1947.

ORDER OF PUBLICATION

The object of this petition is for the Court to summon Margaret McGuckian, George T. McGuckian, Alfred B. McGuckian, May Zeender and Philip Zeender, being all of the parties in interest, in order that each may be heard or be given an opportunity to be heard before the closing of this estate, to show cause, if any they have, why the trustee shall not pay the corpus and interest in this estate to your petitioner George McGuckian free, clear and discharged of any interest of his children now living or hereinafter to be born or of the heirs of George Zeender.

The bill recites:

That he is the son and only child of Thomas McGuckian and Maggie McGuckian,his wife, both of his parents being deceased.

That Thomas McGuckian, during his lifetime, was the owner of a tract of land lying, being and situate in the City of Annapolis, Maryland, consisting of 27.43 acres, more or less, and being the same property which was conveyed to him by Sarah M. Hartshorne and Charles H. Hartshorne, her husband, by deed dated June 6th, 1914, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 105, folio 334, a certified copy being filed in these proceedings as Petitioner's Exhibit No. "B".

That on or about the 9th day of September, 1921, Thomas McGuckian died testate and by his last will and testament dated May 30th, 1921, and recorded among the Testamentary Records of Anne Arundel County in Will Book O.B.D. No. 3, folio 13, a certified copy of said will being already filed in these proceedings as Petitioner's Exhibit No. "A", he gave to his wife a life estate in the said property by the first paragraph thereof and made the following provision in the second paragraph.

"After the death of wife, I give, bequeath and devise all of said property, not having been previously disposed of by my Executors, hereinafter named, to my son, George McGuckian, or in case of his death to his issue, if any."

(a) "In the event that my son, George McGuckian, should die without issue I give, bequeath and devise all of the aforesaid property, not having been previously disposed of, to my nephew, George Zeender, absolutely."

And by the fourth paragraph thereof the decedent appointed Charles F. Lee and Winson G. Gott as the executors of his last will and testament.

"with full power and authority, in their discretion, to manage, mortgage, lease or sell, or in any other manner dispose of any of the property, which I may own at the time of my death, without the intervention of the Orphans Court, or any Court of Equity, and without the purchaser or purchasers having to look to the application of the purchase money."

That the said Maggie McGuckian was then living and the said Charles F. Lee and Winson G. Gott erroneously administered the trust reposed in them through the medium of the Orphans Court for Anne Arundel County thereby holding up the settlement of the estate.

That in the year 1932 the Annapolis High School bought a part of this tract of land of Thomas McGuckian but the said Nicholas H. Green, Esq., who was at that time practicing law and who subsequently became a judge, refused to take title unless the trust was administered by the Circuit Court for Anne Arundel County.

That thereupon it was also discovered that Thomas McGuckian with Maggie McGuckian, his wife, were seized of another tract of land in Anne Arundel County located in the Second Election District thereof containing 188¼ acres of land, being the same property conveyed to them by Ida E. Carling, et al, by deed dated the 3rd day of December, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 18, folio 321, a certified copy of said deed being heretofore filed in these proceedings as Petitioner's Exhibit "C", said tract after the death of Thomas McGuckian vested absolutely in Maggie McGuckian, his wife, nevertheless, the said executors, Charles F. Lee and Winson G. Gott, proceeded to sell those lots under the assumption that it was the property of Thomas McGuckian and that title passed under the will, nevertheless, when they learned to the contrary they went to Maggie McGuckian and had her convey her interest which was the absolute fee to Winson G. Gott and Charles F. Lee as executors of the last will and testament of Thomas McGuckian, for the purpose of carrying out the terms and conditions expressed in the said will, a certified copy of the said deed from Maggie McGuckian, widow, to Winson G. Gott and Charles F. Lee, Executors, being dated March 5th, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 59, folio 474, a certified copy of said deed has heretofore been filed as Petitioner's Exhibit "D", said deed in the granting clause and habendum recites being subject, nevertheless, to

"the devisees, limitations and restrictions contained in the aforesaid will", of Thomas McGuckian.

That, Winson G. Gott, one of the executors, died about 1928 and left Charles F.Lee as the surviving trustee, the said Charles F. Lee as the surviving trustee, the said Charles F. Lee during the year 1932, being informed that the executors had no right to administer a trust and that the Orphans Court matter should be closed, went to Maggie McGuckian, the widow, George McGuckian, her only son, and Elsie McGuckian, his wife, and also procured the signature of George Zeender and Mary Zeender, his wife, upon a deed dated the 29th day of November, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 106, folio 275, the original of said deed being heretofore filed in these proceedings as Petitioner's Exhibit "E" conveying the 27.43 acre tract in Annapolis to Charles F. Lee,

> "In special trust and confidence,nevertheless, for the uses and purposes following, that is to say: to manage, mortgage, lease or sell, or in any other manner dispose of the above described property, and to generally administer this Trust in accordance with such Decrees which may be passed by the Circuit Court for Anne Arundel County, and to apply the proceeds in accordance with such Decrees as may be passed by the Circuit Court for Anne Arundel County."

That on March 29th, 1933, the said Maggie McGuckian conveyed all her right, title and interest in the 188¼ acre tract of land to Charles F. Lee as surviving executor under the last will and testament of Thomas McGuckian, said original deed being dated as aforesaid and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 107, folio 507, said original deed being heretofore filed as Petitioner's Exhibit "F", the habendum of which reads as follows:

> "To Have and To Hold the above described property unto and to the proper use and benefit of the said party of the second part, as Trustee, for the purpose set forth in the Petition and order filed "In the Matter of the Trust Estate of Thomas McGuckian" being No. 6400 Equity, In the Circuit Court for Anne Arundel County, and in accordance with the terms and provisions of the will of the said Thomas McGuckian, deceased".

That on the 29th day of November, 1932, Maggie McGuckian, George McGuckian, her son and Elsie McGuckian, his wife, George G. Zeender and Mary L. Zeender, his wife, requested the Circuit Court for Anne Arundel County to

> "assume jurisdiction of the trust prescribed rules and regulations for the administration thereof, and that thereof, and that Charles F. Lee of Annapolis, Maryland, be appointed trustee."

And on the same day this Honorable Court assumed jurisdiction of the trust created and appointed Charles F. Lee ,Trustee, and directed that he should file a yearly report of all assets, liabilities and expenses incident to the administration of the estate.

On March 29th, 1933, Maggie McGuckian petitioned the court to also include the

Linthicum farm of 188¼ acres in Anne Arundel County in the trust estate which the court permitted.

That accounts have been filed up to date and the last account disclosed that the trustee has on hand approximately one hundred thousand dollars and have never paid any money to George McGuckian, who is the sold heir at law under the last will and testament of his father in view of the fact that he now has three children as his issue, your Petitioner contending that as soon as his first child was born the trust hereby created ceased and determined and he should have been given the estate because your Petitioner was over thirty years of age at the time of his father's death and unmarried and his father entertained great fear that he would not marry and have issue, consequently, he made that sort of a provision in his will.

Nevertheless, your Petitioner was thirty-three years of age when he became married to one Elsie Leitch and as a result of said marriage there has been born to the parties three children, to wit: Margaret E. McGuckian born April 4th, 1925, George T. McGuckian born September 7th, 1929, and Alfred B. McGuckian born October 17th 1933, the last two of said children being minors.

That George Zeender died more than ten years ago and left surviving him May Zeender, wife of the decedent George Zeender, and a son Philip Zeender age approximately thirty, both of whom are adults and residents of the State of Connecticut.

It is thereupon this 8th day of January, 1947, ORDERED by the Circuit Court for Anne Arundel County, that the Petitioner George McGuckian, by causing a copy of this order to be inserted in some daily newspaper, published in Anne Arundel County once a week for four successive weeks before the 17" day of February, 1947, give notice to the non-resident parties, of the object and substance of the petition and warn them to be and appear in this Court, in person or by solicitor, on or before the 4" day of March, 1947, to show cause, if any they have, why a decree should not be passed as prayed.

True Copy;Test:

John H. Hopkins, 3rd,Clerk.

John H. Hopkins, 3rd,

Clerk.

Filed January 8", 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 8, 1947.

We hereby certify, that the annexed Order of Publication-Thomas McGuckian-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 9th day of January, 1947. The first insertion being made the 10th day of January, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,

By Mae Carlson

Filed ?

REPORT OF SALE OF LOT 23 BLK. F, to JOHN KARANGELEN, single, and D. JENNIE KARANGELEN, mother, & Order of Court.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:-

First:- That the said Charles F. Lee, Trustee, acting under authority of an

passed by this Honorable Court on the 29th day of March 1933, has sold to John Karangelen, single, and D. Jennie Karangelen, his mother, all that lot or parcel of land situate in the Second Election District of Anne Arundel County, maryland, being known and designated as Lot No.TWENTY-THREE (23), Block F, as shown on the Revised Plat of McGuckian Sub-division,near Annapolis, Maryland, said Plat being recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13, said lot having a frontage of 60.5 feet with a depth therefrom of 200 feet, more or less; at and for the sum of Five Hundred ($500.00) Dollars, of which sum Fifty ($50.00) Dollars has been paid, the balance to be paid in monthly installments of not less that Fifty ($50.00) Dollars, all deferred payments to bear interest at the rate of five per cent (5%), in accordance with terms of Contract of Sale dated December 27, 1946, and filed herewith as a part hereof.

Second:- Your Petitioner reports that he has received the deposit as mentioned in said Contractof Sale, and that the sale was fairly made.

NOW, THEREFORE, YOUR PETITIONER PRAYS Your Honors to pass an Order in the premises authorizing and confirming the Contract of Sale above mentioned and authorizing and directing Your Petitioner to execute the deed conveying the lot mentioned in said Contract of Sale when the purchase price has been paid, and the terms complied with in full.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee,

Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNT, to wit:

I hereby certify that on this 11th day of January, 1947, before me, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee,Trustee as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the same was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, Notary Public

We, the undersigned, the parties to the above mentioned Contract of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

Witness: John Karangelen

Carolyn W. Thompson her X mark D. Jennie Karangelen

Annapolis, Maryland

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion, the sum of Five Hundred ($500.00) Dollars for said property is fair and adequate.

Fred Schoen Thomas G. Basil

Filed January 13, 1947

ORDER

UPON the foregoing Petition, Affidavit, and Consent to the immediate ratification of reported sale herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 13 day of January, 1947, that the sale of Lot No. Twenty-Three (23), Block F, at and for the sum of Five Hundred ($500.00) Dollars, to John Karangelen, single, and D.

Jennie Karangelen, his mother, as described herein, be and the same is hereby ratified and confirmed; and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said lots to the said purchasers when the purchase price has been paid, and the terms of sale complied with in full.

William J. McWilliams,

Judge.

Filed 13 January, 1947.

CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board,Inc.

THIS AGREEMENT, Made this 27th day of December, 1946, by and between CHARLES F. LEE, TRUSTEE for the Estate of Thomas McGuckian of the first part, hereinafter called Vendor, and JOHN KARANGELEN (single) 88 East St., Annapolis, Md., and D. JENNIE KARANGELEN, his mother, of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor- SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the Second Election District of Anne Arundel County, Maryland, and described as follows: Being lot No. 23, Block F, shown on the Revised Plat McGuckian Subdivision, near Annapolis, Md., made by J. R. McCrone,Jr., March 1940.

Subject to the restrictions pertaining to this development.

Subject to ratification by the Circuit Court of Anne Arundel County, Md.

At and for the price of FIVE HUNDRED AND 00/100 Dollars, of which FIFTY 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 monthly installments of Fifty Dollars; all deferred payments to bear interest at the rate of 5%.

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 this agreement; 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 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:

Charles F. Lee, Trustee (SEAL)

Estate Thomas McGuckian (SEAL)

John Karangelen (SEAL)

D. Jennie Karangelen, by (SEAL)
John Karangelen, her agent.

Filed 13 January, 1947

REPORT OF SALE OF LOTS 25 and 26,Block F, to EUGENE W. CLOUD and VICTORIA A. CLOUD, his wife.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto Your Honors:-

First: That the said Charles F. Lee, Trustee, acting under authority of an Order passed by this Honorable Court on the 29th day of March 1933, has sold to Eugene W. Cloud and Victoria A. Cloud, his wife, all those lots or parcels of land situate in the Second Election District of Anne Arundel County, Maryland, being known and designated as Lots No. TWENTY-FIVE (25) and No. TWENTY-SIX (26), of Block F, as shown on the Revised Plat of McGuckian Sub-division, near Annapolis, Maryland, said Plat being recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9, Plat No. 13, said lots having a combined frontage on Park Avenue of 101 feet with a depth therefrom of 200 feet; at and for the sum of One Thousand ($1,000.00) Dollars, of which sum Fifty ($50.00) Dollars has been paid in monthly installments of not less than Ten ($10.00) Dollars, all deferred payments to bear interest at the rate of five per cent (5%), in accordance with terms of Contract of Sale dated November 29, 1946, and filed herewith as a part hereof.

Second:- Your Petitioner reports that he has received the deposit as mentioned in said Contract of Sale, and that the sale was fairly made.

NOW, THEREFORE, YOUR PETITIONER PRAYS Your Honors to pass an Order in the premises authorizing and confirming the Contract of Sale above mentioned and authorizing and directing Your Petitioner to execute the deed conveying the lots mentioned in said Contract of Sale when the purchase price has been paid, and the terms complied with in full.

AND, AS IN DUTY BOUND, etc.,

Charles F. Lee,

Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 14th day of January, 1947, before me, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee,Trustee as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Ruby W. Chaney,

Notary Public

We, the undersigned,the parties to the above mentioned Contract of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee,

Trustee

Eugene W. Cloud

Victoria A. Cloud.

Annapolis, Maryland

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion,the sum of One Thousand ($1,000.00) Dollars for said property is fair and adequate.

Fred Schoen. Thomas G.Basil.

Filed Jan. 14, 1947

J.H.H. No. 67 Equity

CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board,Inc.

THIS AGREEMENT, Made this 29th day of November, 1946, by and between CHARLES F. LEE, TRUSTEE FOR ESTATE OF THOMAS McGUCKIAN of the first part, hereinafter called Vendor, and EUGENE W. CLOUD AND VICTORIA A. CLOUD, his wife, West St. Annapolis, 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 the Second Election District of Anne Arundel County, Maryland, and described as follows: Being lots 25 and 26, Block F, shown on the Revised Plat McGuckian Sub-division, near Annapolis, Md., made by J. R. McCrone, March 1940.

This property can be used either as business or residence,but is restricted otherwise.

Subject to ratification by the Circuit Court of Anne Arundel County, Md.

At and for the price of ONE THOUSAND AND 00/100 Dollars of which FIFTY 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 monthly installments of not less than $10.00. All deferred payments to bear interest at the rate of 5%.

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 this agreement, 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 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.

WITNESSES:

Charles F. Lee, Trustee (Seal)

Estate Thomas McGuckian (SEAL)

Eugene W. Cloud (SEAL)

Victoria A. Cloud (SEAL)

ORDER

UPON the foregoing Petition, Affidavit, and Consent to the immediate ratification of sale reported herein, it is here ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 16 day of January, 1947, that the sale of Lots No. Twenty-Five (25) and No. Twenty-Six (26), of Block F, at and for the sum of One Thousand ($1,000.00) Dollars, to Eugene W. Cloud and Victoria A. Cloud, his wife, as

described herein, be and the same is hereby ratified and confirmed; and that Charles F.Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said lots to the said purchasers when the purchase price has been paid, and the terms of sale complied with in full.

William J. McWilliams,

Judge.

Filed 16 January, 1947

PETITION FOR RELEASE OF MORTGAGE

Petition for Release of Thomas McGuckin Mortgage

To the Honorable. the Judge of said Court:

The Petition of Charles F. Lee, Trustee of the Estate of Thomas McGuckin , respectfully shows:

That said Trustee now holds a mortgage from Linwood L. Clark and Linnie H. Clark, his wife, in the sum of Two Thousand Dollars ($2,000.00), payable three years after date, said mortgage dated January 26, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 347, Folio 475; that said mortgage is payable as follows:

> "Payable three years from date hereof with interest thereon at the rate of four per centum (4%) per annum, payable quarterly. It is hereby agreed and understood that the said Mortgagors shall have the privilege of paying off said indebtedness in sums of not less than Five Hundred Dollars ($500.00) at interest bearing periods."

Said Trustee now asks permission of this Court to release the mortgage above referred to upon payment of said principal sum of Two Thousand Dollars ($2,000.00), plus interest of Twenty Dollars($20.00) to January 26, 1947, plus thirty (30) days interest in advance of Three Dollars and Thirty-four Cents ($3.34) to him as Trustee of said Estate.

And as in duty bound, etc.

Charles F. Lee , Trustee of the

Estate of Thomas McGuckin

ORDER

ORDERED, by the Circuit Court for Anne Arundel County, this 23rd day of January,1947, that the within named Trustee be permitted to release the said mortgage upon payment to him as such Trustee of the principal sum of Two Thousand Dollars ($2,000.00) plus interest of Twenty Dollars ($20.00) to January 26, 1947, plus thirty (30) days' interest in advance of Three Dollars and Thirty-four Cents (3.34).

William J. McWilliams,

JUDGE.

Filed 23 January, 1947

PETITION FOR RELEASE OF MORTGAGES.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles F. Lee, Trustee of the Estate of Thomas McGuckian respectfully shows:

That, as Trustee, he is the holder of two mortgages covering property of Irving P. Hall and Emily P. Hall, his wife, located at Pendennis Mount, in the Third Election District of Anne Arundel County, Maryland, the first mortgage, dated November 23, 1945, in the amount of $15,000, made pursuant to a Decree of this Honorable Court passed in the above entitled

case on the 19th day of November, 1945, which mortgage is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 346 folio 98; the second, dated April 4, 1946, in the amount of $5,000, made pursuant to an order of this Honorable Court passed on the 2nd day of April, 1946, said mortgage being recorded among said Land Records in Liber J.H.H. No. 356 folio 46. The first mortgage is payable in five years with interest thereon at the rate of four and one-half per cent. per annum, computed quarterly, the Mortgagors agreeing to make quarterly payments of not less than $300.00, the interest to cease on the amounts so paid, balance to be due and payable five years from the date of mortgage; and the second mortgage is payable five years from the date thereof, with interest thereon at the rate of four and one-half per cent. per annum, computed quarterly, said Mortgagors further agreed to make quarterly payments of not less than$100.00, interest to cease on the amounts so paid, the unpaid balance to be due and payable five years from date.

The said Trustee now asks permission of the Court to release the above referred-to mortgages upon payment of said principal amounts now due, plus one quarter's interest in advance.

And, as in duty bound, etc.

Charles F. Lee, Trustee,

TRUSTEE.

FILED JAN. 28", 1947

ORDER OF COURT

Upon the aforegoing Petition, it is ORDERED this 30 day of January, 1947, by the Circuit Court for Anne Arundel County, sitting in Equity, that the above named Charles F. Lee, Trustee, be, and he is hereby, permitted to release the said mortgages, referred to herein, upon payment to him as such Trustee of the balance due on said mortgages, plus interest to April 4, 1947, on the $5000. mortgage and interest to February 23, 1947 on the $15,000.00 mortgage.

William J. McWilliams, A. J.

Filed 30 January, 1947.

SUBPOENA

Maryland, Sct:

THE STATE OF MARYLAND

To Margaret E. McGuckian and Alfred B. McGuckian, infant, of Anne Arundel County, GREETING:

YOU ARE HEREBY COMMANDED, That all excuses set apart, you personally be and appear before the Circuit Court of Anne Arundel County, sitting in Equity; to be held in the City of Annapolis, on the first Monday of February next, to answer the Amended Petition of George McGuckian against you in said Court exhibited. Hereof fail not, as you will answer the contrary at your peril.

WITNESS, the Honorable, James E. Boylan, Jr., Chief Judge of the said Court, the 6" day of January, 1947.

ISSUED 8" day of January, 1947.

John H. Hopkins, 3rd, Clerk.

TAKE NOTICE:-That you are required to file your answer or other defense in this case in the Clerk's Office within fifteen days from the return day, which return day is

Monday, the 3" day of February, 1947.

(Woelfel, Sol.)

Service had on Albert McGuckian,infant,by reading the summons to him,and in addition to the service on such infant,as aforesaid,a copy of the process was left with Mary McGuckian, mother and guardian of said infant this 13th day of January, 1947.

Returnable 1st Monday Feby, 1947.

Joseph W. Alton,

Sheriff, By Meade.

Not filed.

REPORT OF SALE OF LOT 4, BLOCK "F" TO

BENJAMIN C. GALLOWAY AND WIFE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

FIRST: That the said Charles F. Lee, Trustee,acting under authority of an Order passed by this Honorable Court on the 29th day of March, 1933, has sold to Benjamin C. Galloway and Charlaine Galloway, his wife, all that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, known and designated as Lot No. Four (4) in Block "F" on the Revised Plat of the McGuckian Subdivision, near Annapolis, Maryland, made by J. R. McCrone, Jr., Surveyor, in March, 1940, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-9,Plat No. 13; at and for the sum of Seven Hundred Dollars ($700.00), of which the sum of Two Hundred Dollars ($200.00) have been paid, and the balance to be paid in cash upon ratification of the sale by this Honorable Court; the Contract of Sale, which is dated November 27th, 1946, is filed herewith as a part hereof.

SECOND: Your Petitioner reports that he has received the deposit as mentioned in said Contract of Sale, and that the sale was fairly made.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises, authorizing and confirming the Contract of Sale, above mentioned, and authorizing and directing your Petitioner to execute a deed to said purchasers conveyingthe said lot of ground mentioned in said Contract of Sale when the purchase price has been paid in full, and the terms of the sale complied with.

And, as in duty bound, etc.

Charles F. Lee, Trustee,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 4th day of February, 1947, before the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, 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 was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney,, Notary Public.

We, the undersigned, the parties to the above mentioned Contract of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee.

Benjamin C. Galloway

Charlaine Galloway

J.H.H. No. 67 Equity

December 26, 1946

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that in our opinion the sum of Seven Hundred Dollars ($700.00) for saidproperty was fair and adequate.

Fred Schoen
Thomas G. Basil.

CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board, Inc.,

THIS AGREEMENT, Made this 27th day of November, 1946, by and between CHARLES F. LEE, TRUSTEE, for the Estate of Thomas McGuckian of the first part, hereinafter called Vendor, and BENJAMIN C. GALLOWAY AND CHARLAINE GALLOWAY, his wife, 1835 West St. Annapolis, 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 Vendor does hereby purchase from the Vendee-SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the Second Election District of Anne Arundel County, Maryland, and described as follows: Being lot No. 4, Block F, shown on the Revised Plat McGuickian Sub-division, near Annapolis, Md., made by J. R. McCrone,Jr., March 1940.

Subject to the restrictions pertaining to this development.

Subject to ratification by the Circuit Court of Anne Arundel County, Md.

At and for the price of SEVEN HUNDRED AND 00/100 Dollars, of which TWO 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 as soon as deed can be prepared.

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 expenses, 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 day of this agreement, 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 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.

Chas. F. Lee, Trustee

WITNESSES:

Estate Thos. McGuckian, (SEAL)

Benjamin C. Galloway (SEAL)

Charlaine Galloway (SEAL)

Filed Feb. 4, 1947

ORDER OF COURT.

Upon the aforegoing Petition, affidavit and Consent to the Immediate Ratification of Sale, reported herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 5" day of February, 1947, that the sale of Lot 4 in Block "F", as herein described, to Benjamin C. Galloway and Charlaine Galloway, his wife, at and for the sum of Seven Hundred Dollars ($700.00), be and the same is hereby ratified and confirmed; and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said lot oto the said purchasers, when the purchase price has been paid, and the terms of sale complied with in full.

WILLIAM J. McWILLIAMS, A. J.

Filed 5 February, 1947.

REPORT OF SALE OF LOT NO.1, McGUCKIAN SUBDIVISION, TO

BOYD H.FARINHOLT & GERTRUDE A. FARINHOLT,

C. CARROLL LEE & ELIZABETH F. LEE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First:- That the said Charles F. Lee, Trustee, acting under authority of an Order passed by this Honorable Court on the 29th day of March, 1933, has sold to Boyd H. Farinholt and Gertrude A. Farinholt, his wife, C. Carroll Lee and Elizabeth F. Lee, his wife, all that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and being designated as Lot No. One (1), as shown on a plat of the subdivision of part of the McGuckian property made by J. R. McCrone,Jr., Surveyor, April, 1942, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat No. 2; at and for the sum of Four Hundred (400.00) Dollars of which Fifty ($50.00) Dollars has been paid, the balance of Three Hundred Fifty ($350.00) Dollars to be paid when the sale is ratified and the deed prepared in accordance with the Contract of Sale dated February 4, 1947, and filed herewith and prayed to be taken as a part hereof.

Second:- Your Petitioner reports that he has received the deposit as mentioned in said Contract of Sale, and that the sale was fairly made.

NOW, THEREFORE, your Petitioner prays Your Honors to pass an Order in the premises authorizing and confirming the Contract of Sale above mentioned, and authorizing and directing Your Petitioner to execute a deed conveying the lot mentioned in said Contract of Sale when the purchase price has been paid, and the terms complied with in full.

AND AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 17th day of February, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, Notary Public.

We, the undersigned, the parties to the above mentioned Contract of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee,

Trustee

Boyd H. Farinholt

Gertrude A. Farinholt

C. Carroll Lee

Elizabeth F. Lee

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that, in our opinion, the sum of Four Hundred Dollars for said property is fair and adequate.

Thomas G. Basil

Fred Schoen

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board,Inc

THIS AGREEMENT, Made this 4th day of February, 1947, by and between CHARLES F. LEE, TRUSTEE for the ESTATE OF THOMAS McGUCKIAN, of the first part, hereinafter called Vendor, and BOYD H. FARINHOLT, GERTRUDE A. FARINHOLT, C. CARROLL LEE AND ELIZABETH F. LEE, of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor-SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the Second Election District of Anne Arundel County, Maryland, and described as follows:- Being lot No. 1 shown on a plat of the Subdivision of part of the McGuckian property near Parole.

Subject to ratification of sale by the Circuit Court.

At and for the price of FOUR HUNDRED AND 00/100 Dollars, of which FIFTY 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, or as soon as deed can be prepared.

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 compllied with, the deposit above referred to shall be forfeited.

The Vendor 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.

WITNESSES:

_____

Charles F. Lee, Trustee, (SEAL)

Estate Thomas McGuckian (SEAL)

Boyd H. Farinholt (SEAL)

Gertrude A. Farinholt, (SEAL)

C. Carroll Lee (SEAL)

Elizabeth F. Lee (SEAL)

Filed 17" February, 1947

ORDER OF COURT

Upon the foregoing Petition, Affidavit and Consent to the Immediate Ratification of Sale reported herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 18" day of February, 1947, that the sale of Lot No. ONE (1), as herein described, and Boyd H. Farinholt and Gertrude A. Farinholt, his wife, and C. Carroll Lee and Elizabeth F. Lee, his wife, at and for the sum of Four Hundred ($400.00) Dollars, be and the same is hereby ratified and confirmed; and that the said Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said lot to the said purchasers when the purchase price has been paid, and the terms of sale complied with in full.

William J. McWilliams,

Judge.

Filed 18 February, 1947.

PETITION TO INVEST $10,000.00 IN U.S. BONDS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First: That this Trustee at the present time has in hand funds which should be invested in order that this estate may receive the benefit of the income therefrom.

Second: Your Trustee further states that he has been unable to find any more satisfactory investment at this time than United States Government Bonds.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises permitting him and directing him to invest on behalf of this estate the sum of Ten Thousand Dollars ($10,000.00) in United States Government Bonds, Series G.

AND, AS IN DUTY BOUND, etc.,

Charles F. Lee, Trustee

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

I hereby certify that on this 20th day of February, in the year 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, and made oath indue form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, Notary Public.

ORDER OF COURT.

Upon the foregoing Petition and Affidavit, it is hereby Ordered by the Circuit Court for Anne Arundel County, in Equity, this 20" day of February, in the year 1947, that Charles F. Lee, Trustee of the Estate of Thomas McGuckian, deceased, be and he is hereby authorized and directed to invest the sum of Ten Thousand Dollars ($10,000.00) of the funds of the above entitled Estate in United States Government Bonds, Series G, as an investment for the benefit of this Estate.

William J. McWilliams,

Judge.

Filed 20 February, 1947

J.H.H. No. 67 Equity

PETITION TO MAKE MTG. LOAN OF $2,000.00 to

T. JORDAN DORSEY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles F. Lee, Trustee, respectfully shows unto Your Honors:

First: - That Your Trustee at the present time has in the bank funds which should be invested, in order that this estate may receive the benefit of the income therefrom.

Second: -That T. Jordan Dorsey, owns a tract of Land in the Second Election District of Anne Arundel County near the Annapolis water works, being an eighty (80) acre farm improved by a dwelling and out buildings, and have applied to Your Petitioner for a loan of Two Thousand ($2,000.00) Dollars, payable in three years, with interest thereon at the rate of four per cent (4%) per annum, to be secured by a first mortgage.

Third: - Your Petitioner believes that this loan applied for is a safe and desirable one, and files herewith certificate of Fred Schoen and Thomas G. Basil, who are engaged in the real estate business in and around Anne Arundel County,wherein they state that this investment is a desirable one, and the property offered for mortgage is ample security for the loan.

NOW, THEREFORE, Your Petitioner prays Your Honors to pass an Order directing and authorizing that the loan applied for be made, to be secured by a first mortgage on the property mentioned, and on the terms herein set forth.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee,

We hereby certify that we have visited and inspected the property owned by T. Jordan Dorsey, being a farm of eighty (80) acres, more or less, situated in the Second Election District of Anne Arundel County near the Annapolis water works, and in our opinion we consider $4000.00/100 Dollars as a fair market value for said property; and that said property is ample security for the loan applied for in the foregoing petition.

Fred Schoen

Thomas G. Basil.

Thomas G. Basil.

Filed March 4", 1947

ORDER OF COURT.

ORDERED BY THE CIRCUIT COURT FOR Anne Arundel County, sitting in Equity, this 7th day of March, 1947, that Charles F. Lee, Trustee of the Estate of Thomas McGuckian, deceased, be and he is hereby authorized to make a loan not exceeding Two Thousand ($2,000.00) Dollars, to T. Jordan Dorsey, for a term of three years, with interest at four per cent (4%) per annum, payable semi-annually, located in the Second Election District of Anne Arundel County, near the Annapolis water works, containing eighty (80) acres of land more or less, and improved by a dwelling and out buildings, but before making said loan, the said Trustee is directed to examine the title to said property in order that it may ascertained that the said T. Jordan Dorsey, has a good and merchantable title to the said property, and that the mortgage to be executed is to be a first lien thereon.

James Clark ,

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Filed 7 March, 1947

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ORDER APPOINTING GUARDIAN AD LITEM AND COUNSEL
FOR INFANT RESPONDENTS.

It appearing that the infant respondent, Albert B. McGuckian, has been duly summoned to appear to the amended petition of George McGuckian, filed herein on the 8th day of January, 1947, and that the order of publication passed on said amended petition has been duly published against George T. McGuckian, the other infant respondent in said petition named.

It is t ereupon, this 27th day of March, 1947, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED, AND ORDERED that J. Henry Zeller be, and he is hereby, appointed guardian ad litem, to appear and answer for the said Albert McGuckian and George T. McGuckian, infant respondents as aforesaid.

And it is further ADJUDGED and ORDERED that James C. Morton, Jr., Esquire, of the Anne Arundel County Bar, be, and he is hereby, appointed solicitor for said infant respondents to appear and defend for them in all matters pertaining to the relief prayed for in said amended petition, and to represent and defend their interests in and to all the property now under the jurisdiction of this Court in this proceeding.

James Clark.

Judge.

Filed March 27, 1947

ORDER DIRECTING EXECUTOR AND TRUSTEE TO ANSWER

It is ordered this 27th day of March, 1947, by the Circuit Court for Anne Arundel County, sitting in equity, that Charles F. Lee, as the surviving executor of the last will and testament of Thomas McGuckian, deceased, and as the surviving trustee named in the several decrees or orders heretofore passed herein, be, and he is hereby, directed to answer the amended petition filed by George McGuckian herein on January 8, 1947, within 15 days after the service of a copy of this order on him.

James Clark,

Filed March 27, 1947. Judge.

Copy of the within Order of Court served on Charles F. Lee, this 28th day of March 1947.

Joseph W. Alton, Sheriff,

Sheriff's costs: 95¢. By Meade.

DECREE PRO CONFESSO
AGAINST MAY ZENDER AND PHILIP ZENDER.

The order of publication passed on the amended petition of George McGuckian filed herein on January 8, 1947, having been duly published, and May Zender and Philip Zender, two of the respondents named in said amended petition, having failed to appear thereto and answer the same according to the exigencies of said order.

It is, thereupon, this 27th day of March, 1947, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED, ORDERED and DECREED that the said George McGuckian, petitioner as aforesaid, is entitled to relief in the premises as against the said May Zender and Philip Zender, and that said petition be, and the same is hereby, taken pro confesso against said May Zender and Philip Zender.

BUT because it does not certainly appear to what relief the said George McGuckian is entitled, it is further ADJUDGED and ORDERED that testimony be taken to support the allegations of said amended petition.

James Clark, Judge.

Filed 27 March, 1947.

oooo

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEN

To the Honorable, the Judge of said Court:

The petition of George McGuckian respectfully shows:

1. That he is the petitioner in the above entitled cause and that one of the Defendant, to wit: Alfred B. McGuckian, who was summoned, is an infant and cannot answer or defend himself in this Court. That his other child, to wit: George T. McGuckian is likewise an infant and is in the United States Army in Texas who has been summoned by an order of publication, he likewise being an infant cannot answer or defend himself.

Wherefore, your Petitioner prays:

1. That a guardian ad litem may be appointed by this Honorable Court to appear and answer for the said two infants.

And as in duty bound, etc.,

_____
Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 6th day of March, in the year 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and Anne Arundel County aforesaid, personally appeared George McGuckian 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

ORDER OF COURT.

UPON the aforegoing petition and affidavit, it is this ___ day of March,1947, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED andDECREED that __ __ be and he is hereby appointed guardian ad litem of the said infants George T. McGuckian and Alfred B. McGuickian to appear for and answer for the said Defendants.

_____Judge.

Not filed.

PETITION TO MAKE MTG.LOAN OF $12,000.00 TO

ALDEN R. HEFLER AND WIFE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First: - That your Trustee at the present time has in the bank funds which should be invested, in order that this estate may receive the benefit of the income therefrom.

Second:- That Alden R. Hefler and Marian W. Hefler, his wife, own a tract of land situate, lying and being in the Third Election District of Anne Arundel County being known and numbered lot No. seventy-six (76), according to the plat of Pendennis Mount on the Severn which plat is recorded among the Plat records of Anne Arundel County in cabinet No. 1, Rod a-8, plat 13 having a frontage of seventy-five feet on Carrolton Road with a uniform depth of one hundred and fifty feet therefrom on which is now being constructed a new dwelling, and these parties have applied to your Petitioner for a loan of Twelve Thousand ($12,000.00) Dollars, payable five years

from date of the mortgage, with interest thereon at the rate of four per cent (4%) per annum, and agree to pay on account of the principal, not less than Two Hundred ($200.00) Dollars quarterly. The loan to be secured by a first mortgage when the construction of the dwelling is completed.

Third: - Your Petitioner believes that this loan applied for is a safe and desirable one, and files herewith certificates of Fred Schoen and Thomas G. Basil, who are engaged in the real estate business in and around Anne Arundel County, wherein they state that this investment is a desirable one, and the property offered for mortgage is ample security for the loan.

NOW, THEREFORE, Your Petitioner prays Your Honors to pass an Order directing and authorizing that the loan applied for be made, to be secured by a first mortgage on the property mentioned and on the terms herein set forth.

AND, AS IN DUTY BOUND, etc.,

Charles F. Lee,

Trustee.

We hereby certify that we have visited and inspected the property owned by Alden R. Hefler and Marian W. Hefler, his wife, located at Pendennis Mount in the Third Election District of Anne Arundel County, and have examined the plans and specifications for the dwelling being erected thereon, and in our opinion we consider Nineteen Thousand Dollars as a fair market value for said property; and that the said property when the dwelling is completed is ample security for the loan applied for in the foregoing petition.

Fred Schoen

Thomas G. Basil

Filed April 1st, 1947

ORDER

ORDERED BY THE CIRCUIT COURT for Anne Arundel County, sitting in Equity, this 2 day of April, 1947, that Charles F. Lee, Trustee of the Estate of Thomas McGuckian, deceased, be and he is hereby authorized to make a loan not exceeding Twelve Thousand ($12,000.00) Dollars, to Alden R. Hefler, and Marian W. Hefler, his wife, to be secured by a first lien when the dwelling now being constructed is completed, for a term of five years with interest thereon at the rate of four per cent (4%) per annum payable quarterly, and to provide for payments on account of principal debt of not less than Two Hundred ($200.00) Dollars quarterly, but before making said loan, the said Trustee is directed to examine the title to said property in order that it be ascertained that the said Alden R. Hefler, and Marian W. Hefler, his wife, have a good and merchantable title to the said property , that the material and builders claims are satisfied and paid, and that the mortgage to be examined be a first lien.

William J. McWilliams, ___ ___.

Filed 2 April, 1947

REPORT OF SALE OF LOT NO. 23 McGUCKIAN SUBDIVISION TO

WILLIAM B.CLATANOFF & REBECCA M. CLATANOFF.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto Your Honors:

First: That the said Charles F. Lee, Trustee, acting under authority of an Order passed by this Honorable Court on the 29th day of March,1933,has sold to William B. Clatanoff

and Rebecca M. Clatanoff, his wife, all that lot or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and being designated as Lot No. Twenty-three (23), as shown on a plat of the subdivision of part of the McGuckian property made by J. R. McCrone, Jr., Surveyor, April, 1942, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 3,Rod E-4, Plat No. 2, said lot has a frontage of 214.44 feet on a 30 foot street as shown on said plat with an irregular depth therefrom; at and for the sum of Five Hundred Fifty ($550.00) Dollars of which Twenty-five ($25.00) Dollars has been paid, the balance of Five Hundred Twenty-five ($525.00) Dollars to be paid when the sale is ratified and the deed prepared in accordance with the Contract of Sale dated March 28, 1947 and filed herewith and prayed to be taken as a part hereof.

Second:- Your Petitioner reports that he has received the deposit as mentioned in said Contract of Sale, and that the sale was fairly made.

NOW, THEREFORE, your Petitioner prays Your Honors to pass an Order in the premises authorizing and confirming the Contract of Sale above mentioned, and authorizing and directing your Petitioner to execute a deed conveying the lot mentioned in said Contract of Sale when the purchase price has been paid, and the terms complied with in full.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 8th day of April, 1947,before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee, as aforesaid, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, Notary Public

We,the undersigned, the parties to the above mentioned Contract of Sale, do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

William B. Clatanoff

Rebecca M. Clatanoff

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and hereby certify that, in our opinion,the sum of Five Hundred Fifty ($550.00) Dollars for said property is fair and adequate.

Fred Schoen

Thomas G. Basil

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board,Inc.

THIS AGREEMENT, Made this 28th day of March,1947, by and between CHARLES F. LEE, TRUSTEE for the Estate of Thomas McGuckian of the first part, hereinafter called Vendor, and WILLIAM B. CLATANOFF AND REBECCA M. CLATANOFF, his wife, 311 Taylor Ave.,

Annapolis, 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 the Second Election District of Anne Arundel County, Maryland, and described as follows:

Being lot No. 23, shown on a plat of the Subdivision of Part of McGuckian Property, near Annapolis, made by J. R. McCrone, Jr., Surveyor, April, 1942,

Subject to ratification by the Circuit Court.

At and for the price of FIVE HUNDRED Fifty/AND 00/100 Dollars, of which TWENTY FIVE 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, or as soon as deed can be prepared.

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 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.

WITNESSETH:

Charles F. Lee, Trustee (SEAL)

Estate of Thomas McGuckian (SEAL)

William B. Clatanoff (SEAL)

Rebecca M. Catanoff (SEAL)

Filed April 8, 1947

ORDER OF COURT

Upon the foregoing Petition, Affidavit and Consent to the immediate Ratification of Sale reported herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 9" day of April, 1947, that the sale of Lot No. Twenty-three (23), as herein described, to William B. Clatanoff and Rebecca M. Clatanoff, his wife, at and for the sum of Five Hundred Fifty ($550.00) Dollars, be and the same is hereby ratified and confirmed; and that the said Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said lot to the said purchasers when the purchase price has been paid, and the terms of sale complied with in full.

William J. McWilliams,

Judge.

Filed 9 April, 1947

ANSWER TO AMENDED PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Charles F. Lee, Trustee to the Amended Petition of George McGuckian

filed in this Honorable Court under date of January 8, 1947, respectfully shows:-

That he admits the allegations contained in the first, second, and third paragraph of said Petition.

Answering the fourth paragraph of said Petition, Your Respondent admits that at the time of the death of Thomas McGuckian, his widow, Maggie McGuckian was then living and that the said Charles F. Lee, and Winson G. Gott administered the Estate of Thomas McGuckian in the Orphans' Court for this County, but deny that they held up the settlement of the Estate.

Answering the fifth paragraph of the Petition, Your Respondent states that in the year 1932, the Board of Education of Anne Arundel County purchased a tract of land from the Trust Estate of Thomas McGuckian and a title company making the conveyance required that title be passed by a Trustee appointed by the Circuit Court for Anne Arundel County, which was done.

Answering the sixth paragraph of said Petition, Your Respondent admits the allegations contained therein, but answering this paragraph further, states that the said Maggie McGuckian, widow of Thomas McGuckian, was fully informed of her rights with reference to the property mentioned in this paragraph. She requested that the property known as the "Carling Tract"or "Linthicum Farm", be administered by the Trust, subject to the "Devisees, limitations and restrictions contained in the aforegoing Will" of Thomas McGuckian.

Answering the seventh paragraph of said Petition, Your Respondent admits the allegations contained therein, and answering further, states that all parties to the deed referred to were informed as to their rights in the property and the effect of the deed which they signed. All the parties expressed their approval and requested Your Respondent to proceed to administer the Trust.

Answering the eighth paragraph of Petition, Your Respondent admits that Maggie McGuckian executed a deed in the said paragraph referred to after having been advised as to her rights in this property.

Your Respondent admits the allegations contained in the ninth and tenth paragraphs of the Petition.

Your Respondent answering the eleventh paragraph of the Petition states that he has filed his annual reports as required under the Courts Order. Answering further he states that George McGuckian has lived in a dwelling for a number of years, title to which is held by this Estate, free of rent, taxes, and insurance, which has been paid by the Estate. He admits that he has never paid any money to George McGuckian as an heir-at-law under the Last Will and Testament of Thomas McGuckian, deceased, and that he has made several efforts at the request of George McGuckian to secure and obtain a Courts Order giving him the necessary authority to make payments. Your Respondent sought a construction of the Will of Thomas McGuckian, deceased, and consulted the late Judge Robert Moss, the late Judge Nicholas H. Green, and the late Judge Ridgely P. Melvin, but was advised by these Judges that no such Order could be signed until the provisions of the Last Will and Testament of Thomas McGuckian were construed and interpreted; and now Your Respondent prays Your Honors to construe and interpret the terms of the Last Will and Testament of Thomas McGuckian, and states that he is eager and anxious to comply with all future Orders of this Court.

Your Respondent admits the allegations contained in the twelfth paragraph of the Petition.

Answering the thirteen paragraph of the Bill, Your Respondent states that he has no knowledge of the allegations contained in this paragraph.

Answering the Petition further, Your Respondent states that at the time of the death of Thomas McGuckian, his Estate was insolvent or nearly so; that there was a mortgage on the Linthicum Farm of approximately Twenty-one Thousand ($21,000.00) Dollars; a mortgage on the home property of Thirty-eight Hundred ($3800.00) Dollars; a mortgage on the Spa View or Greenfield property of Fifty-five Hundred ($5500.00) Dollars; an open account due Harry W. Elliott of approximately Four Thousand ($4,000.00) Dollars, and an open account due the Henry B. Myers Co. of One Thousand ($1,000.00) Dollars. These obligations were paid and satisfied in full and Your Respondent looking to the best interests of this Estate and complying with the Orders of the Court has substantially built up this Estate as will be shown by the annual reports which have been filed, auditing and ratified.

AND, having answered the amended Petition filed against him, Your Respondent prays to be dismissed with his reasonable costs.

AND, AS IN DUTY BOUND, etc.,

George E. Rullman, Solicitor for Respondent.

Charles F. Lee, Trustee, Respondent.

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

I hereby certify that on this 14th day of April in the year 1947, before me the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, Trustee of the Estate of Thomas McGuckian, and made oath in due form of law that the matters and facts set forth in the foregoing Answer are true as therein stated.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, - Notary Public.

Filed April 14", 1947

REPORT OF RECEIPTS AND DISBURSEMENTS, from 1/1/1946 TO 12/31/46, UNDER RULE 20.

To the Honorable, the Judges of said Court:

The Report of Charles F. Lee, Trustee, respectfully shows:

First: That the TRUST ESTATE now consists of the following property:

A	REAL ESTATE	
	LOCATION	ASSESSED VALUE FOR TAXES
	Several lots of ground situate in Annapolis Sixth Election District of Anne Arundel County, Maryland,	$ 1,332.00
	A tract of land in the Second Election District of Anne Arundel County	15326. 14,763.00
	Lot and Improvements-Sixth Election District, Anne Arundel County, Maryland	5097. 4,828.00

B	LEASEHOLD	
	Location	Assessed value for taxes
	NONE	

C

MORTGAGES

Location of Property	Amt of Mortgage	Mortgagor's Name
60.8 Acres, Defense Highway, 3 Mile Oak, 2nd Dist. A. A. Co.	$ 900.00	Luther M. Nichols
2.73 Acres,Ritchie Highway 3rd Dist. A. A. Co.	2,500.00	A. Byron Crisp
72 3/4 Acres on Underwood Creek,2nd Dist. A. A. Co.	1,000.00	Severn Forest Co.
5 lots & dwelling,Pendennis Mt. 3rd. Dist, A. A. Co.	15,000.00	Irving P. Hall
Additional mortg. on above property	5,000.00	Irving P. Hall
Property West St. Ext'd 2nd Dist, A. A. Co	4,000.00	J.F.Gomoljak Concrete Products Co.
Property Fourth St. Eastport, Md.	2,000.00	Linwood L. Clark
1.17 Acres,north side Harness Creek, 2nd Dist. A. A. Co.	1,000.00	F. W. Akers
Property on Luce Creek, A. A. Co.	5,000.00	L. B. Huntington
Property Nr. Winchester and Bartgis Corner	3,300.00	Joseph R. Peake

D

B O N D S

Name of Obligor	No. of Bonds	Amount of bonds	Maturity of Bonds.
U.S. Savings Bond, Series D	M505044D	$1000.00	1949
U.S. Savings Bond Series D	M505043D	1000.00	1949
U.S .Savings Bond, Series G	V116707G	5000.00	1954
U.S. Savings Bond, Series G	M1474375G	1000.00	1955
U.S. Savings Bond, Series G	M1474374G	1000.00	1955
U.S. Savings Bond, Series G	D705700G	500.00	1955
U.S. Savings Bond, Series G	M1921143G	1000.00	1955
U.S. Savings Bond, Series G	GM2943656G	1000.00	1954
U.S. Savings Bond, Series G	GM2943586G	1000.00	1954
U.S. Savings Bond, Series G	GM2943587G	1000.00	1954
U.S. Savings Bond, Series G	GM2943589G	1000.00	1954

E

STOCKS

No. and Class of shares	Name of Company	Certificate Nos.	Par Value	Date of Certificate.
NONE				

F

CHATTELS

NONE

G

CASH $11,687.91

No. BOOK Deposited in County Trust Company of Maryland - $11,687.91 Bank

ESTATE OF THOMAS McGUCKIAN
Charles F. Lee, Trustee,
Annapolis, Maryland

STATEMENT OF RECEIPTS AND DISBURSEMENTS

January 1,1946 to December 31,1946

Cash in Bank, January 1, 1946 $ 5076.77

RECEIPTS

FROM PURCHASES OF LOTS	a/c SELLING PRICE	INTEREST	TAXES
David Harris 11/28/45	75.00		
Francis P.Asher,Jr., Contract	2,750.00	217.50	132.49
Emma T. Weakley "	240.00		
Harry R. Weakley "	240.00		
Lowery R. Plugge 4/8/46	220.00		
Samuel T. Eaton 4/15/46	700.00		
Benjamin C. Galloway 2/5/47	200.00		
Abraham Greengold 4/15/46	950.00		
Abraham Greengold 2/27/46	1,500.00		
James J. Stehle 4/11/46	413.70		
John E. Powell	105.00	24.23	3.17
James F. Gomoljak 12/6/46	100.00		
Dorothy W. Eaton 4/5/46	700.00		
Charles Wilson 11/29/46	210.00	36.43	
James S. Jordon	20.00		
James E. Hall 3/15/46	145.00	13.09	6.50
Nicholas G.Cassavetis 10/26/45	120.00		
William H. Healy,Jr., 2/7/46	175.00		
George W. Cornish 5/10/46	188.00		
Ormond R. Matthews 5/8/46	500.00		
Margaret C.Wohlgemuth 5/8/46	350.00		
Norman I. Kirby 9/26/45	480.00	25.47	
Joseph H. Parker 11/19/45	150.00	3.70	
James C. Dove 11/19/45	330.00		
Boyd H.Farinholt 7/3/46	1,525.00		
Oscar F. Hall 11/19/45	235.00	3.94	1.50
Myron S. Gordon 12/6/45	765.00		
Claude G.Peddicord 7/10/46	110.00		
Ralph Roberts 11/28/45	720.00	9.00	-(2.72)
David M. Zell 7/15/46	450.00		
Oscar T. Coombs 12/11/45	200.00	6.16	
Floyd H. Warner 4/15/46	1,000.00	15.79	13.72
JF.Gomoljak ConcPdts Co 5/8/46	2,400.00	53.33	
Nick T. Samaras 5/24/46	700.00	5.05	
Albert E. George 7/30/46	50.00		
Wilfred T.Azar 9/11/46	1,400.00		
Wilfred T. Azar 9/11/46	180.00		
Eugene W. Cloud 9/11/46	575.00		
Francis P. Asher 12/2/46	1,200.00		
Eugene W Cloud 1/16/47	50.00		
John Karangelen 1/13/47	50.00		

Thomas W. Tilman 9/17/45	80.00			
TOTALS.....	22,551.70	413.69	154.66	23,120.50
AMOUNT BROUGHT FORWARD				28,196.82
OTHER INCOME.				
Reimbursements of Surveying Cost F.P.Asher,Jr,			$ 25.00	
Interest on U. S. Bonds			312.50	
Interest on Mortgages			1,376.39	
Refund of Taxes			61.03	
Principal Payments account of Mortgages			9,250.00	
TOTAL OTHER INCOME				11,024.92
				$ 39,221.74

DISBURSEMENTS

Mortgage Loan to Linwood L. Clark	7/10/45	$ 2,000.00	
Mortgage Loan to Irving P.Hall	4/2/46	5,000.00	
Mortgage Loan to Peake	9/13/46	3,300.00	
Mortgage Loan to J.F.Gomoljak Conc Pdts Co	9/18/46	4,000.00	
Mortgage Loan to Fred W. Akers	10/1/46	1,000.00	
Mortgage Loan to Huntington	9/23/46	5,000.00	
Advertising		3.34	
Sewer Charge		40.70	
Insurance		167.88	
Box Rent		2.40	
Office Supplies		1.75	
Auditing Service		103.14	
Federal Income Tax for 1945		1,518.51	
State Income Tax for 1945		76.10	
Premium on Trustee's Bond		108.00	
Refund of Deposit to Albert E.Goerge	11/8/46	39.50 50.00	
Legal Expense		181.50	
Real Taxes		692.46	
Surveying Expense (390.00 4/5/46)		1,766.00	
Appraisal Expense		171.00	
Trustee's Commissions		2,351.05	
TOTAL DISBURSEMENTS			27,533.83
Balance in Bank, December 31, 1946			$ 11,687.91

Jno. E. Popp,

PUBLIC ACCOUNTANT

SECOND: That since the last report was filed, there have been the following changes in the principal of the Trust Estate.

A

RECEIPTS-SALES, Etc.				DEBITS
	Date of Order of Court Directing Sales	Gross Amount of Sales	Expenses	Net Amount Received
Corpus Cash Balance as per last report				$

See attached sheets.

Total Cross Expenditures $

J.H.H. No. 67 Equity

B EXPENDITURES-PURCHASES,ETC.,	Date of Order of Court authorizing purchase	Purchase Price	Expenses	Credits Gross Amount Paid
See attached sheets				
			Total Gross Expendutures	$ -
			Total Corpus cash balance as per this Report	$ -

MEMORANDUM OF INCOME

THIRD: That since the last annual report, the Trustee has received income of said Trust estate to the amount of $ 34,144.97

CASH BALANCE AS PER LAST REPORT 5,076.77

Total Gross Income $ 39,221.74

and during that time ha_ made payments aggregating-OPERATING EXPENSES- 27,533.83

Leaving the NET INCOME of the ESTATE $ 11,687.91

which he ha_ paid over to _

LEAVING A CASH BALANCE OF INCOME UNDISTRIBUTED THIS DATE $ 11,687.91

as will appear from the RECEIPTS and VOUCHERS which will be exhibited to one of the AUDITORS or MASTERS of this COURT when required.

Charles F. Lee

estate of Thomas McGuckian , Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 9th day of April, 1947 personally appeared before me Charles F. Lee, Trustee of the Estate of Thomas McGuckian, Deceased, and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

(Notarial Seal) Ruby W. Chaney, Notary Public.

° THIS BLANK TO BE FILLED OUT BY AUDITOR °

The corpus of the ESTATE AS above stated, except certain changes duly authorized by the Court and fully stated under RECEIPTS and EXPENDITURES, corresponds with the last report of the Trustee filed the sixth day of May, 1946

Laura R. Jickling, Auditor.

Circuit Court for Anne Arundel County

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 10" day of April, 1947, that the Report and Account of Charles F. Lee,Trustee,be referred to Laura R. Jickling, Auditor,for examination under Equity Rule 20 of this Court.

William J. McWilliams, Judge.

REPORT OF AUDITOR

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

The Auditor reports to the Court that _he has examined and verified the report of the Trustee filed in this cause, inaccordance with Equity Rule No. 20 of this Court, and finds that said Report is correct as filed, except as follows:

No exceptions.

And the Auditor charges $20.00 for her services in examining and verifying this Report. April 16, 1947.

Respectfully Submitted,

Laura R. Jickling. Auditor.

J.H.H. No. 67 Equity

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 18" day of April, 1947, that the aforegoing report of the Trustee be and the same is hereby finally ratified and confirmed.

William J. McWilliams, Judge.

Filed April 9", 1947

Order of References 10 April, 1947

Report of Auditor 16 April,1947.

Final Order: April 18, 1949

REPORT OF SALE LOT 8 to PHILMORE J.WILKINSON AND WIFE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Charles F. Lee, Trustee, respectfully shows unto your Honors:

First: That the said Charles F. Lee,Trustee, acting under authority of an Order passed in this Honorable Court on the 29th day of March, 1933, has sold to Philmore J. Wilkinson and Jeanette A. Wilkinson, his wife, all of that lot or parcel of land situate lying and being on the west side of Chinquapin Round Road, having a frontage of 100 feet and a depth of 199.86 feet, more or less, in the Second Election District of Anne Arundel County, Maryland, and being designated as Lot No. Eight (8),according to a Plat of McGuckian Subdivision near Annapolis, made by J. R.McCrone, Jr.,Engineer,April 1942, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 3,Rod E-4, Plat No. 2; at and for the sum of Three Hundred Fifty Dollars ($350.00) of which Seventy-five Dollars ($75.00) paid on account; balance to be paid in monthly installments of not less than Fifteen Dollars ($15.00). All deferred payments to bear interest at the rate of Five (5) per cent per annum, as shown by Contract of Sale dated March 31, 1947,and filed with these presents as a part hereof.

Second: Your Trustee further reports that the sale was fairly made, and that the deposit has been received as specified in the Contract of Sale.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises ratifying and confirming said sale, and authorizing and directing the said Trustee to execute and deliver a deed for said property.

AND, AS IN DUTY BOUND, ETC.

Charles F. Lee,Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 23rd day of April, in the year 1947, before me,the subscriber, a Notary Public of the State of Maryland, in and for said County,personally appeared Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein stated, and that the said sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, Notary Public.

We the undersigned, parties to the above Report of Sale,do hereby consent to the immediate ratification of said sale.

Charles F. Lee, Trustee

Philmore J.Wilkinson

Jeanette A. Wilkinson

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of Sale, and it is our opinion that the sum of $350.00 is a fair and adequate price for said property.

Carey L. Meredith

Thomas G. Basil.

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 31st day of March,1947, by and between CHARLES F. LEE, TRUSTEE for the Estate of Thomas McGuckian of the first part, hereinafter called Vendor and PHILMORE J. WILKINSON AND JEANETTE A. WILKINSON, his wife, Parole, 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 the Second Election District of Anne Arundel County, Maryland, and described as follows:

Being lot No. 8, shown on a plat of the Subdivision of Part of McGuckian Property, near Annapolis, Md., made by J.R . McCrone, April 1942.

Subject to ratification by the Circuit Court.

At and for the price of THREE HUNDRED FIFTY AND 00/100 Dollars, of which SEVENTY FIVE 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 monthly installments of not less than Fifteen Dollars ($15.00). All deferred payments to bear interest at the rate of 5%.

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 this agreement; cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

TIME is of the essance 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 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.

WITNESSES:

Charles F. Lee, Trustee (SEAL)

Estate Thomas McGuckian (SEAL)

Philmore J. Wilkinson (SEAL)

Jeannette Alice Wilkinson (SEAL)

Filed April 24", 1947

ORDER

UPON the foregoing Petition, Affidavit and Consent to an immediate Ratification of the sale reported herein, it is hereby ORDERED by the Circuit Court for Anne Arundel County.

sitting in Equity, this 25" day of April, in the year 1947, that the sale of Lot Eight (8), to Philmore J. Wilkinson and Jeanette A. Wilkinson, his wife, be and the same is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute the deed conveying said property.

William J. McWilliams,

Judge.

Filed 25 April, 1947

ANSWER OF MARGARET E. McGUCKIAN

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The answer of Margaret E. McGuckian to the amended petition of George McGuckian respectfully shows:

1. That your Respondent was duly summoned during the month of January 1947 and she does further admit that she is the only child of George McGuckian who is of age.

2. That she failed to file her answer heretofore because it was immaterial to her how the money was divided or would be divided because she firmly believes that either her father is entitled to the whole or is entitled to at least a life estate with the balance to the children.

And having answered said petition as fully as she is advised is necessary she prays that the same be dismissed.

And as in duty bound, etc.

Margaret E. McGuckian, Defendant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 5th day of April, in the year 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Margaret E. McGuckian who made oath in due form of law that the matters and facts set forth in the aforegoing answer are true to the best of her knowledge and belief. And the said Margaret E. McGuckian did further admit the answer to be her act.

Witness my hand and seal Notarial.

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

Filed April 28", 1947

ANSWER GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of J. Henry Zellar, Guardian ad litem for Alfred B. McGuckian and George T. McGuckian, infant parties to said proceedings, by his solicitor, James C. Morton, Jr., to the amended petition of George McGuckian filed herein, respectfully shows:

1. That he neither admits nor denies the allegations containedin paragraphs 1 thru 13 of said amended petition but demands strict proof thereof.

2. That further answering said amended petition he states that he is advised and, therefore, avers that under the true and proper construction of the Last Will and Testament of George McGuckian the said infant parties have vested interests in the property which is the subject matter of this proceeding.

Having answered the said amended petition as fully as he can and submitting to such

decree as this Court shall deem equitable and proper to pass in the premises, he prays that the interest of said infant parties may be protected in such manner as shall be consistent with equity.

AND, as in duty bound, etc.

James C. Morton, Jr.,
Solicitor for J.Henry Zeller,
Guardian ad litem.

Service of copy admitted this 29th day of April, 1947.

George E. Rullman, (JWS)
Solicitor for Trustee.

George B. Woelfel,
Solicitor for Petitioner.

Filed 1 May, 1947

OPINION AND DECREE

Thomas McGuckian, late of Anne Arundel County, deceased, departed this life September 9, 1921, seized of some real estate and possessed of some personalty, leaving Maggie McGuckian, his widow, and George McGuckian, his only child, him surviving, and left a last will and testament dated May 30, 1921, which, omitting the formal commencement and conclusion, is in the words and figures following, that is to say:

"First. I give, bequeath and devise to my wife, Maggie McGuckian, all of my property, real, personal and mixed, which I now own or may hereafter acquire, for and during her natural life.

"Second. After the death of my wife, I give, bequeath and devise all of said property, not having been previously disposed of by my Executors, hereinafter named, to my son, George McGuckian, or in case of his death to his issue, if any.

"Third. In the event that my son, George McGuckian, should die without issue I give, bequeath and devise all of the aforesaid property , not having been previously disposed of, to my nephew, George Zeender,absolutely.

"Fourth. I hereby constitute and appoint Charles F. Lee and Winson G. Gott, of Annapolis, Maryland, the Executors of this, my last Will and Testament, with full power and authority, in their discretion, to manage, mortgage, lease or sell, or in any other manner dispose of any of the property,which I may own at the time of my death, without the intervention of the Orphans Court, or any Court of Equity, and without the purchaser or purchasers having to look to the application of the purchase money."

The said Charles F. Lee and Winson G. Gott, the executors in said will named, duly probated ~~duly-probated~~ the same in the Orphans' Court of Anne Arundel County and proceeded to administer on said Thomas' estate. They found that in addition to some small amount of personalty, with which we are not now concerned, he died seized of a tract containing 27.43 acres of land,more or less, situate and lying partly in the second election district, and and partly in the sixth election district
/ of said County, which he had acquired from Sarah M. Hartshorne and Charles H. Hartshorne, her husband, by deed dated June 6, 1914, and duly recorded, and that was subjected to mortgages aggregating $9300.00. I will, hereinafter, refer to this property as the "Hartshorne tract". In addition to said mortgages, Mr. McGuckian was rather heavily indebted on unsecured

claims, the largest of which, perhaps, being one held by Harry W. Elliott, in the amount of $4,000.00. Then, there was another tract containing 188¼ acres of land, more or less, situate and lying in said second election district, which had been conveyed by Ida E. Carling and others to Mr. and Mrs. McGuckian, as tenants by the entireties, by deed dated December 3, 1919, and which was subject to a mortgage of $20,000.00. It was suggested that Mr. McGuckian believed that this property stood in his name alone, and intended that it should pass under his will, and, to carry out that idea, Mrs. McGuckian, by deed dated March 5, 1923, and duly recorded, conveyed the same to the said Winson G. Gott and Charles F. Lee as executors asaforesaid, subject, nevertheless, to the devises, limitations and restrictions contained in the said Thomas McGuckian's said will. I will hereinafter refer to this property as the "Carling tract".

At the time said Thomas McGuckian made his said will, and at the time of his death, about three months later, he was 58 years of age, and his wife was 5 years older. George McGuckian, his only child, was then about 31 years of age, was unmarried, was a veteran of World War 1, and had been so badly injured while in the service that he was nearly blind. He, however, married about two years after the death of his father, and now has three children, namely Margaret, a daughter born April 4, 1925, George T., a son born September 7, 1929, and Alfred B., another son born October 17, 1933.

Time passed on and the executors caused the above described properties to be subdivided and sold off a number of lots. These sales were, at first, reported to and ratified by, said Orphans' Court. Mr. Gott died in 1927, and Mr. Lee continued on as the surviving executor. Along in 1932, he sold a lot to the Board of Education of Anne Arundel County, and said Board refused to consummate the deal and set up as its objection thereto that the power of sale conferred on the Executors by Mr. McGuckian's said will, had been exhausted when the executors had sold sufficient property to pay his debts and the expenses of administrating on his estate, and that they, as executors, could no longer convey a good title to his property.

Mrs. McGuckian, the widow named in the first paragraph of the will, George, the son named in the second, and George Zeender, the nephew named in the third paragraph, with the wives of the two last named, thereupon, on the 29th day of November, 1932, filed their petition herein, wherein they set up Mr. McGuckian's death leaving said will, that he was, at the time of his death, seized of said Hartshorne tract, that Mrs. McGuckian had conveyed said Carling tract to said executors as aforesaid, that the executors had sold certain lots and had had said sales ratified by said Orphans' Court, that the titles to certain of said lots had been questioned, and that they were advised that it was desirable and to the best advantage of the estate, "and necessary to the future sales and titles to real estate", that this Court assume jurisdiction of the further administration of said estate; and prayed as follows:

> "Now, Therefore, Your Petitioners being all of the parties in interest under the Last Will and Testament of Thomas McGuckian, deceased, pray that this Honorable Court assume jurisdiction of

the Trust, prescribed rules and regulations for the administration thereof, and that Charles F. Lee, of Annapolis, Maryland, be appointed Trustee"

Mr. Lee, the surviving executor, assented to the passage of a decree as prayed for in said petition, and, on the same day, the late Judge Robert Moss passed a decree in the words and figures following, that is to say:

"Upon the foregoing Petition, praying the Court to take jurisdiction of the Trust prayed, and by consent of all the parties in interest, the Court assumes on this 29th day of November 1932, jurisdiction of the Trust created and appoints Charles F. Lee, Trustee, and directs that the Trustee shall give bond in the penalty of Twenty Five Thousand Dollars ($25000.) to be approved by the Clerk of this Court and that the Trustees shall file a statement showing the assets and liabilities of said Estate on or before the 5th day of December 1932.

"And further that he shall thereafter and henceforth file a yearly report of all assets, liabilities and expenses, incident to the administration, of this Estate".

On the same day that this was done, to wit, on the 29th day of November, 1932, the said Maggie McGuckian, George McGucckian and Elsie, his wife, and George Zeender and Mary L., his wife, executed a deed, whereby after reciting the filing of said petition and "in order that the estate may be administered as prayed in said Petition", they granted and conveyed to Mr. Lee, as the trustee named in said decree, all of the Hartshorne tract which had not thertofore been sold by said executors.

"In special trust and confidence, nevertheless, for the uses and purposes following, that is to say: to manage, mortgage, lease, or sell, or in any other manner dispose of the above described property and to generally administer this Trust in accordance with such Decrees which may be passed by the Circuit Court for Anne Arundel County, and to apply the proceeds in accordance with such Decrees as may be passed by the Circuit Court for Anne Arundel County."

On March 29, 1933, Mrs. McGuckian, and Mr. Lee,as the surviving executor of Mr. McGuckian's said will, executed another deed, whereby, after reciting the conveyance of the Carling tract to Messrs. Gott and Lee, as executors as aforesaid, by the deed dated March 5, 1923, as heretofore set forth, and that it was the desire of the parties to include said property in that over which this Court had assumed jurisdiction as aforesaid, and administer the same in accordance with the orders of this Court in this cause, they granted and conveyed all of said Carling property which had not been theretofore sold by said executors, to Mr. Lee, as the trustee appointed by said decree of November 29, 1932:

"To Have and To Hold the above described property unto and to the proper use and benefit of the said party of the second part, as Trustee, for the purpose set forth in the Petition and Order filed 'In the Matter of the Trust Estate of Thomas McGuckian', being No. 6400 Equity, in the Circuit Court for Anne Arundel

County, and in accordance with the terms and provisions of the Will of the said Thomas McGuckian, deceased."

Mrs. McGuckian then, on said 29th day of March, 1933, filed her petition herein, wherein she set up the filing of the petition and the passage of the decree of November 29, 1932, as aforesaid, that, through inadvertence, said deed from Margaret McGuckian and others to Charles F. Lee, trustee, dated November 29, 1932, had not been referred to in said petition, that it was the intention to include the Carling tract in the property being administered under said decree, that she had, on March 29, 1933, joined with Mr. Lee, as the surviving executor, in conveying said Carling tract to him as the surviving executor, in conveying said Carling tract to him as the trustee named in said decree, and prayed that the decree of November 29, 1932, be amended accordingly; and on the same day, the late Nicholas H. Green passed the following order:

"Upon the foregoing Petition and affidavit, it is, by the Circuit Court for Anne Arundel County, sitting in Equity, this 29th day of March 1933, ORDERED that the Petition filed 'In the Matter of the Trust Estate of Thomas McGuckian, deceased', being No. 6400 Equity, In the Circuit Court for Anne Arundel County, ordered that leave is hereby granted to amend and the Petition is so amended, by considering the Deed of Trust from Maggie McGuckian, George McGuckian, Elsie McGuckian, his wife, George Zeender and Mary L. Zeender, his wife, to Charles F. Lee, Trustee, be, and the same is hereby taken as a part of said Petition, the said Deed having been inadvertently not referred to as an Exhibit and now marked 'Petitioner's Exhibit E', and further that the Deed of Trust from Maggie McGuckian, widow, and Charles F. Lee, Surviving Executor, under the Last Will and Testament of Thomas McGuckian, deceased, to Charles F. Lee, Trustee, dated March 29, 1933, be and the same taken and considered as a part of said Petition and marked 'Petitioner's Exhibit 'F', and further that the Court assumes jurisdiction under the Trust created by its Order of November 29, 1932, of the property described in said last deed referred to and that the Trustee shall include this property, in accounting , in accordance with the said Order of the Circuit Court for Anne Arundel County, sitting in Equity, passed in this cause, dated November 29, 1932."

(In view of the fact that the deed of November 29, 1932, could not have been executed until after Mr. Lee had been appointed trustee by the decree of that date, it is a little difficult to understand how said deed could have been referred to in the petition praying for said decree; but what I have stated is the way the record reads.)

Mrs. McGuckian, the life tenant, departed this life on the 26th day of February, 1935. No steps were then taken, however, to have Mr. McGuckian's will construed, and the trustee continued to sell lots and hold and invest not only the proceeds of such sales, but all the income derived from the property or investments

in his hands. The property was found to be much more valuable than it was considered to be when Mr. McGuckian died, and, while it then appeared that the estate was nearly insolvent, it now appears that the funds and investments which the trustee has in hand, and the property which still remains unsold, are worth, in the aggregate, in the neighborhood of $100,000.00. George McGuckian, as I understand the situation, went to Mr. Lee on several occasions after his mother's death, and inquired about the matter, and Mr. Lee had several informal talks with several of our predecessors on this Court, but nothing was formerly done towards having Mr. McGuckian's will construed until George McGuckian filed his petition herein on September 26, 1946, praying:

> "That an order may be passed by this Honorable Court directing this estate closed and the Trustee be directed to turn over the corpus and interest of this estate to your Petitioner and likewise to convey to your Petitioners all unsold lots in both developments."

I refused to entertain such a petition unless, and until, George McGuckian's Children, as well as the representatives of George Zeender, were made parties, and suggested that George file an amended petition; and, on January 8, 1947, he did so, praying, in effect for the same relief. An order of publication was passed and published against the non-resident heirs of George Zeender and against one of the children of George McGuckian; and the others were summoned. The matter of said petition was taken pro confesso against the heirs of George Zeender, and Margaret McGuckian answered, in propria persona, and stated that it was immaterial to her how the money was divided because she firmly believed "that either her father is entitled to the whole or is entitled to, at least, a life estate with the balance to the children." I appointed Mr. J. Henry Zeller guardian ad litem for George's infant children, and James C. Morton, Jr., Esquire, of this bar, to represent them, and he filed an answer setting up that "said infant parties have vested interests in the property which is the subject matter of this proceeding", and praying that the interests of said infants be protected in such a manner as may be consistent with equity. Mr. Lee, the trustee, answered, submitting his rights to the Court. It is, accordingly, necessary for me to construe Mr. McGuckian's will and determine what rights George, his son, has in the properties and investments which the trustee now holds.

In the construction of wills, the fundamental rule, to which all others are anxiliary, or subsidiary is to ascertain the intent of the testator as expressed within the four corners of the will itself, when applied to the subject matter and read in reference to the surrounding circumstances; and to give effect to that intent if it is not in opposition to some rule of law or to the public policy.

When Mr. McGuckian went about the business of making his will, he knew that he only had a small estate to dispose of. He knew that he had obligations which had to be taken care of. He knew he had a wife who, while five years older than he was, would probably survive him for some years. He knew he had a son who had gone to war a strong, vigorous man, and had come back a physical wreck, nearly blind. He knew all those things, but he did not know whether George, his son, would survive his mother, and he did not know whether he would marry and have children. He had to make his small estate go around the best he could. He, accordingly, named Mr. Gott, his lawyer, and Mr. Lee, an Anne Arundel County real estate broker and operator, his executors, and gave them an unusually broad power of management and sale,

so as to assure that his estate would be properly conserved, and, then, gave his wife a life estate in everything left after the payment of his debts and the cost of administering on his estate. He next turned to George. What should he do about him? That George was the testator's special concern is certain. The reason is crystal clear. Who ever heard of a son who, under circumstances such as are depicted here, was not the father's special concern? Any other inference would be unnatural. If George lived, he wanted him to have what was left. If he did not live, he wanted his issue, if there were any, to have it. If he died without issue, he wanted his nephew, George Zeender, to have it. That is the way it looks. He could, of course, have given George a straight remainder to take effect in possession after the death of his mother, with no contingencies or limitations attached thereto; or, he could have given George a life estate to follow the life estate of his mother with remainder over to his issue, if he had any, or, to George Zeender, if he died without issue. If he had taken the course first suggested, and George had predeceased his mother, the estate devised him, being vested from the testator's death, would have gone to his mother, and then, possibly, to her relatives to the exclusion of the relatives of the testator's blood. If he had adopted the second course, the estate would have been tied up until George's death. He did not adopt either of those courses. He did what, it seems to me, is a compromise between the two. He, in effect, said, "Instead of deciding <u>now</u> who will get my estate after my wife's death, I will leave that to depend on the way events shape up after my death." In other words, he left it to depend on a contingency; and the decision of this case depends on the exact contingency he intended.

The contingency was not the death of George alone. Death, in itself, is not a contingency; it is an absolute certainty. But, the time when death may happen is uncertain, and, so a testator, in referring to it as an event, terminating an estate or causing the estate given to be defeasible, or in connection with a limitation over in case of death, is generally understood to mean not the contingency of its ever occurring, but the contingency of the time it may come to pass in relation to, or in connection with, some other event. In the instant case, the question is whether George, upon his survivorship of his mother, the life tenant, took an absolute fee simple estate, then and there, or whether he simply took or, perhaps, only a life estate with a limitation or remainder over upon his death whenever such death may occur? I think the key to the problem is found right in the language used. The testator knew how to create a life estate, he had just created one in the first paragraph of his will, and if he wanted to give George a life estate, he would, it seems to me, have used the same language. (Backus vs Presbyterian Association, 77 Maryland 50). He did not use language customarily used to create estates in succession, and, after giving the estate to George, say, "but if he dies with issue, to such issue, and if he dies without issue, to George Zeender", or words to that effect. He gave it to George, "or, in case of his death to his issue, if any", and, in the event of his death without issue, to George Zeender. In other words, the gift is in the alternative or is substitutional, that is to say: on the happening of the stated contingency, one or the other of the latter alternatives are substituted for the estate given George. The plain meaning of this alternative or substitutional language is that if George survived his mother, he took an absolute fee simple estate.

The whole will must be read together. The provisions of the third paragraph were only intended to take effect in the event the estate did not vest in George or his issue under the provisions of the second paragraph upon the death of Mrs. McGuckian. Any other construction would mean that this father, with only the small estate he had when he made his will and when he died, intended to tie it up so that it could not be distributed until the death of his injured and nearly blind son, so that that same injured and nearly blind son could not use it as he pleased, notwithstanding the fact that the father must have known, in the light he then had, that the income therefrom would be but a mere pittance. The language used prevents that conclusion. I think that when this testator compromised between giving George a straight remainder vesting on the testator's death, but coming into possession only upon the death of his mother, and giving him a life estate to follow the life estate of his mother, with a contingent remainder over, the effect, and only effect, was to postpone the time of the vesting of his property in George until Mrs. McGuckian's death, and make that the time when the choice between George on the one hand, and his issue, if he left issue, or George Zeender, if he left no issue, on the other hand, must be made. The authorities seem to sustain that conclusion.

In Reiff vs Strite, 54 Maryland 298, an almost identical question arose. There, the testator died without children, but left a widow. He was seized of a farm and some mountain land and possessed of some personalty. By his will, he empowered his executors to sell his mountain land at any time after his death, but he devised and bequeathed his farm and personalty to his wife for life, and, after her death, directed his executors to sell said farm and also the personalty then belonging to his estate. Then, after providing for some pecuniary legacies, he directed that the proceeds of the sales thus authorized, should be distributed and paid over as follows:

> "I further order and direct that the residue of my estate shall be divided into three equal shares, one of which shares, which is one-third, I bequeath to the children of my brother, John Strite, deceased, or to their heirs, to be equally divided among them share and share alike. I give and bequeath one equal share, being also one-third, to the children of my brother, Joseph Strite, deceased, or their heirs, to be equally divided among them, share and share alike. I give and bequeath unto my brother, Samuel Strite, or his heirs, one equal share, it being also the one-third. It is further ordered, that when any money shall be in the hands of my executors, they shall pay it in equal distributions among the foregoing bequests." (emphasis mine).

After that part of the estate not given to the widow for life had been partially distributed, Samuel Strite, the legatee of one of the equal third parts above named, made a general assignment for the benefit of his creditors, and then died, leaving his mother still surviving. His mother, the testator's widow, then died. The question before the Court was whether the balance of the third given Samuel was payable to the trustees for the benefit of his creditors, or to his children as "his heirs"? Judge Alvey wrote the opinion of the Court, and, first, distinguished between that part of the estate which was given to Samuel immediately on the death of the testator, and that part thereof which was given to him only after the life estate to the testator's widow. He said:

"It is conceded that if Samuel Strite had died in the lifetime of the testator, the person or class of persons claiming under the description of 'heirs' would have been entitled by way of substitution. Such certainly is the settled rule of construction where, as in this case, there is nothing on the face of the will to indicate a different intention; that construction, therefore, could not be controverted. And it being conceded that the parties embraced by that description were intended to take in the event of the death of the first legatee, why should their right to take be confined to the event of death occurring in the lifetime of the testator, if there by any other period to which the event of death may be referred, according to established rules of construction? Doubtless as to all that part of the estate bequeathed immediately to Samuel Straite, or his heirs, the contingency of the death of the first legatee was confined to the life of the testator; and consequently, in that portion of the property, Samuel Strite, having survived the testator, took an indefeasible estate. But as to all that part of the property bequeqthed to him subject to the life estate of the widow, it vested in him conditionally only; and upon his death in the lifetime of the widow, it became divested and went over to those embraced by the description of 'his heirs'."

Then, after stating the general rule when the gift is immediate, he went on to say:

"And on the other hand, if the legacy is not payable immediately but a life interest is given, and the testator has said that in case of the death of the legatee in remainder it is to be given to some one else, without any specific limitation of time within which the event of death shall occur, (as in this case, where the gift is to a named legatee, 'or his heirs',) there the words 'in case of death', which are implied from the disjunctive and alternative word 'or', are construed to mean in the lifetime of the tenant for life. In other words, in those cases where the gift is to the person on whose death the substituted gift is to arise, and the gift is immediate, that is, to take effect in possession upon the death of the testator, there the construction is, of necessity, that the gift over must be taken to refer to the event of death of the first legatee occurring in the lifetime of the testator, because there is no other period to which the words of the gift can be taken to refer to give them effect. But where, as in the case before us, as to part of the estate bequeathed, the two alternative gifts are preceded by a life estate, or where they are preceded by other partial interest, or the enjoyment of the legacy is otherwise postponed by the direction of the testator, the construction is different. In such case the general alternative words of the gift are applied to the event of death of the first legatee occurring before the period of possession or dis-

tribution as fixed by the will. The original or first legatee, surviving that period, becomes absolutely and indefeasibly entitled; but if he die before that period, his previous investiture of title becomes divested, and those intended to take by the alternative gift, by way of substitution, become vested with the estate. And it has been expressly held, that where, in the same will, a legacy is given immediately to a person, or, in case of his death, to his issue, and another legacy is given, in the same terms, and to the same parties, but subject to a previous life estate, the words, 'in case of his death' will be differently construed, according as they are to be construed with reference to the one legacy or the other, and will be referred in the one case to the death of the testator, and in the other, to that of the tenant for life."

And, then, after citing some authorities, he further said:

> "The disjunctive word 'or' clearly implied substitution: that is, it is taken as meaning that the gift over by way of substitution should take effect in case of the death of the first legatee before the time when the legacy became absolutely and indefeasibly vested in him. This has been so held in many cases."

And he held that the children of Samuel took his share of the proceeds of the property devised to the widow for life, to the exclusion of the trustees for the benefit of his creditors. The American Law Institute seems to have reached the same conclusion. Section 252 of the Restatement of the Law Property, Future interests, reads as follows:

> "In a limitation purporting to create a <u>remainder</u> or an <u>executory interest</u>, in 'B or his children', or in 'B or his issue', or in 'B or his descendants', or by other language of similar import, the alternative form tends to establish as to the interest of B that
>
> (a) a requirement of survival to the end of all preceding interests exists; and
>
> (b) such survival is a condition precedent of such interest,"
>
> (emphasis mine)

And comment "a", thereto subjoined, says:

> "The use of the disjunctive 'or' in a limitation of the sort described in this Section tends to establish the intent of the conveyor that a choice be made at some time between 'B' and the potential takers under the rest of the limitation. The further fact that there are interests prior to the interests created or attempted to be created by the quoted limitation affords, in the duration of such prior interests, a reasonable and convenient postponement of the making of this choice. <u>Survival by B for this period of postponed choice justifies the stated constructional tendency to exclude completely the potential takers under the</u> balance of the limitation." (emphasis mine)

And Mr. Miller, in his work on the Construction of Wills, at Section 280, makes the same distinction between a gift which is immediate and one which is not immediate, and states the general rule just as Judge Alvey did in the Reiff vs Strite, supra. See also Jarman, Wills, 1571.

But let us suppose that the word "or" found in this will is not to be given the

force and effect which I have ascribed to it. Where do we stand then? I think the decisions in the line of cases of which Booth vs Eberly, 124 Maryland 22, is a familiar example, give us the answer. There, Harriet Schnebly devised her interest in a certain farm as a part of the rest and residue of her estate to her executors, in trust to pay one half of the income therefrom to her surviving husband for life, and the other half to her son, Daniel Hoke Schnebly, during said husband's life, and then disposed of the remainder as follows:

> "From and after the death of my beloved husband all of said trust estate to go to my said son, Daniel Hoke; but if my said son, Daniel, should die without leaving issue living at the time of his death, then subject to the life interest in the income payable to my husband, I give, devise and bequeath the said residuary estate to my nephews and nieces, -the children of my sisters, including those of my half-sisters, and should any of my nephews and nieces be dead, leaving children to survive them such child or children shall take its deceased parent's share."

Daniel died intestate, unmarried, and without issue, in the interval between the death of his mother, the testatrix, and the death of his father, the life tenant. A nephew and a grandnephew of Mrs. Schnebly thereupon filed a bill against all the others in interest, praying for the sale of the farm for the purpose of partition. A decree was passed, and the property sold. The purchasers excepted to the ratification of the sale and urged, as their objection thereto, that the plaintiffs who had filed the bill,had no interest in the subject matter of the suit, and that the Court was therefore without jurisdiction to pass the decree. It was contended by the exceptants that upon a proper construction of the will of Harriet Schnebly, the event upon which the contingent remainder to her nephews and nieces, or their children, depended, was the death of the son Daniel, without issue, in the life time of the testator, and that, as he lived beyond that period, the estate devised to him became indefeasibly vested in him, and upon his death intestate, unmarried, and without issue, brothers or sisters, his interest in the property was inherited by his surviving father, and passed under the will of the latter to his devisees. The Court below overruled the exceptions and ratified the sale on the theory that, according to the intention of the testatrix, as plainly shown by the terms of her will, the residuary estate was to vest in remainder in the nephews and nieces or their children, in the event of the death of Daniel at any time prior to the expiration of the preceding life estate of the father. This was affirmed by the Court of Appeals, and Judge Urner, in the opinion thereof, said:

> "The language of the will is not obscure or ambiguous and the intention of the testatrix is capable of being readily ascertained. After placing the residuary estate in trust for the equal benefit of her husband and son during the life of the former, she directs that 'from and after' the husband's death the trust estate as a whole shall go to the son; but 'if he should die without leaving issue living at the time of his death, then, subject to the life interest in the income payable' to the husband, the estate shall go to the nephews and nieces, and should any of the latter 'be

> dead leaving children to survive them', the children shall take the 'deceased parent's share.' It was the evident purpose of these dispositions that the estate in remainder should vest in possession in the son only from and after the death of the father, and that if the son should in the meantime die without issue, the estate should pass to the ultimate remaindermen. In other words, it is clear that the testatrix intended the nephews and nieces, or their children, to have the trust estate if at the time fixed for its distribution, her son was dead leaving no issue. There is no rule of interpretation which forbids that this expressed intention shall be gratified. On the contrary there is a well recognized principle which supports and favors the construction we have adopted."

See also Bowerman vs Gibson, 144 Maryland 1; Pocock vs Gladden, 154 Maryland, 249; Lumpkin 108 Maryland 470, 497-500; Duering vs Brill, 127 Maryland 104; Godwin vs Kemp, 129 Maryland 159,162-163.

The able counsel for the infant children of George insists that the case last discussed is not applicable, and that the proper construction of Mr. McGuckian's will is controlled by the line of cases of which Stonebraker vs Zollickoffer, 52 Maryland 154, is a familiar example, and by Section 267 of the Restatement of the Law of Property, Future interests. I am afraid, however, that he has failed to take into consideration the difference between the situations where the estate given is an immediate estate, and where it is not immediate, but is preceded by a life estate or some other estate of that nature. In the instant case, the testator's property is given to his widow for life and the estate in George only vests after her death. In other words, the widow took the immediate estate; we are concerned with the estate which follows that. See also Miller, Construction of Wills, Sections 281 to 285, for a good discussion of the difference in construction, when the estate under consideration is an immediate estate and when it is not an immediate estate.

First, taking up Section 267 of the Restatement of the Law of Property, Future interests, we find that it reads as follows:

> "When property is limited by an otherwise effective conveyance 'to B and his heirs, but if B dies without issue, then to C', or by other words of similar import, then, unless a contrary intent of the conveyor is found from additional language or circumstances, the interest of C can become a present interest if, but only if, B is unsurvived by issue at the time of his death, whenever that may occur."

That this only refers to situations where the gift to B is immediate, not only appears from a reading thereof, but in Comment "b", thereto subjoined, it is expressly stated that, "it is also essential that the conveyance create no interest to take effect in possession or enjoyment prior to the interest of B". This conclusively shows that the provisions of that Section are not applicable to the instant case. On the contrary, I rather think Section 268 and 269 of said work are the Sections which control the situation we have before us. This conclusion cannot be escaped when the three Sections are read together. Section 268 is as follows:

"When property is limited by an otherwise effective conveyance
'to B and his heirs, but if B dies without issue, then to C,'
or by other language of similar import, and

(a) the conveyance further provides that for a described period the interest of B shall be subject to a trust, or to a similar withholding of control, or to a defeasance and

(b) the ending of such described period is likely to occur between the date upon which the conveyance speaks and the date of B's death,

then, unless a contrary intent of the conveyor is found from additional language or circumstances, the interest of C can become a present interest if, but only if, B dies at or before the end of such described period and is unsurvived by issue at the time of his death."

While this rule does not exactly fit the facts of this case, the rationale thereof does fit the reasoning to which I have heretofore referred, to which I subscribe, and, which, I think controls the situation here. Section 269 is as follows:

"When property is limited by an otherwise effective conveyance
'to B for life (or years) remainder to C and his heirs, but if C dies without issue, then to D', or by other words of similar import, then, unless a contrary intent of the conveyor is found from additional language or circumstances, the interest of D can become a present interest if, but only if, C dies at or before the time of the termination of the interest of B in accordance with the terms of the limitation and is unsurvived by issue at the time of his death." (emphasis mine)

This not only fits the facts before us, but the rationale thereof fits the reasoning. There, B is the life tenant, that is, the taker of the estate which comes into possession immediately on the testator's death, and C is the remainderman or taker of the estate which can only come into possession after the termination of the preceding immediate estate.

Nor do I think there is anything in Stonebraker vs Zollickoffer, supra, which changes the situation. There, the testator left his farm to his executor in trust for the use and benefit of the testator's son, George, provided the latter would live on said farm and superintend its cultivation, but if he declined to do so, then the trustee was directed to rent the farm and, after paying all expenses, to pay the balance of the proceeds of such renting to George, or to divide it equally between the testator's two daughters, at said trustee's option. And, after bequests in trust to the two daughters of $15,000.00 each, the testator proceeded to devise and bequeath to his executor all the rest, residue and remainder of his estate, real, personal and mixed, in trust for the uses and purposes following, that is to say, that he should divide said residue into three equal parts, or shares, and hold one of said shares in trust for the sole use of said George, the trustee paying to him, the son, the rents and profits upon his receipt only. And, after making devises and bequests of the other two parts, or shares, of such residue in trust for the daughters, this provision followed:

"And in case of the death of my son George, or any one or both of my said daughters, leaving children, then in trust as to the principal of said three parts or shares of the residue of my estate, and also in trust as to the aforementioned farm, and aforesaid sums of $15,000, for the child or children of such deceased son or daughter, share and share alike, their heirs executors, administrators and assigns, as tenants in common; and in case of the decease of any child or children of my deceased son or deceased daughter or daughters, under age, his, her or their shares shall be divided among his, her or their brothers and sisters, if any there be; and in further trust, that if either of my said children should die without leaving child or children, then that the entire interest in my estate of the son or daughter thus dying without issue, shall become the property of my surviving child or children, and of the children of such child or children as shall remain, their parents being dead, etc.; the same to be divided per stirpes and not per capita, and all to be held in trust as before directed."

The question was whether George took a fee or simply a life estate. Judge Alvey, who wrote the opinion in the lower Court, among other things, said:

"It is true, there is no express limitation of the estate in the farm to the son for life; but there is that which is equivalent to such limitation, in the terms employed to dispose of the estate both in the event of his dying leaving child or children, and of his dying without such child or children. In the former event the estate is devised to the child or children of the deceased son, to be equally shared among them, if more than one, their heirs and assigns; and in the latter event, that is, of his dying without children, the estate is devised to the surviving child or children of the testator, and to the children of any child that may be dead".

The Court of Appeals, (Chief Judge Bartol) said the decision of the case might well rest on Judge Alvey's reasoning, and affirmed the decree appealed from. The solicitor for the infant children here argues that the last quoted language controls this case; but a comparison of the two cases shows that the facts are entirely different. In the first place, the estate given George in the Stonebraker case was an immediate estate, that is, an estate taking effect in possession immediately on the death of the testator. That distinction is well illustrated in the Comments to the above quoted Sections of the Restatement. In Section 267, Comment "g", it is said that:

"When a testamentary limitation, otherwise within the rule stated in this Section, contains also a gift to the issue of B, and the gifts over limited on the having and not having of issue by B include all possible dispositions which can take effect on the death of B, the applicability of the rule stated in this Section is excluded by the 'contrary intent' of the conveyor, and either the substitutional construction is applied (see Illustration 1) or B is construed to have a life interest (see Illustration 2)."

But in Section 268, Comment "m", it is said:

> "When a limitation, otherwise within the rule stated in this Section, contains also a gift to the issue of B, the rule stated in this Section still applies and it is not material whether the interest of B is limited merely, 'to B' or'to B and his heirs.'". (emplasis mine)

See also Illustration 7, thereto subjoined.

And the same rule applies to the situation covered by said Section 269. See Comment "b", said Section. These authorities, it seems to me, show rather conclusively that the reasoning of Judge Alvey in the Stonebraker case only applies where the estate in question is an immediate estate and does not apply where it is not immediate but is preceded by a life estate. See also Fairfax vs Brown, 60 Maryland 50, in which Judge Alvey sat; and I think it only fair to presume that if he had not recognized this distinction, he would have said so. Then, the language of the will in the Stonebraker case was entirely different from that with which we are here concerned. There, there was nothing which could have been construed as creating alternative estates, or as invoking the substitutional theory, as in the instant case. The estates there, were to take effect in possession one after the other, or in succession.

The conclusion which I have reached has the virtue of being within the rule that the law favors the early vesting of remainders. But, what is more important, it, I think, conforms to the intent of the testator. In addition to the reasons which I have already referred to as showing that intent, there are a couple of other matters, I think, should be alluded to. The executors were, by the fourth paragraph of the will, given a rather broad power of sale and management. In the second and third paragraphs, however, the testator only attempted to devise and bequeath such of his property as had not been previously disposed of by his executors. That this provision is found in both paragraphs indicates that it was intentionally used. Nowhere do we find a provision for the substitution of the proceeds of sale for the property sold; or anything from which that can be implied. It, accordingly, follows that unless this power is construed to have been intended to cease when sufficient funds were raised to pay the testator's debts and the cost of administering on his estate, the testator must be presumed to have died intestate as to the proceeds of any sales thereafter made, and that the executors could defeat the devises and bequests contained in said second and third paragraphs by the simple expedient of selling the property before said paragraphs took effect. These considerations lead me to the conclusion that the power of sale was intended to extend only until such time as sufficient funds were raised to pay said debts and expenses. If that be right, then, if the estate given George was not intended to vest or to become indefeasible until his death,whenever that may occur, we have a situation where the testator must be presumed to have intended to tie up his estate for all that period, without providing any means for its sale or otherwise permitting George to realize the full benefit thereof. On the other hand, if my construction is right, and the estate was intended to vest absolutely in George in fee simple upon his survivorship of his mother, we have the situation where the estate is tied up and kept open for a period which the testator must have known would in all probability, have been relatively short, and George is permitted to derive

the full benefit thereof, and the whole scheme of the will works out consistently and harmoniously.

Then, there is still another matter which I think sheds some light on the testator's intention. George McGuckian was the testator's only son, and had been injured so badly that he was nearly blind. As heretofore stated, he was the special object of the testator's concern. George Zeender was only the testator's nephew, and there is nothing to show that the testator had any particular concern for him, or his welfare. In Comment "h" to the above quoted Section 267, of the Restatement of the Law of Property, it is stated that one of the factors which has a tendency to cause a substitutional construction is that the first taker (B) is a person who is a natural object of the testator's affection, and the gift over is a donee (C) whose relationship to, or whose associations with, the testator are substantially more remote than those of the first taker. This applies with equal force when the situations are as stated in said Section 268 and 269 of said Restatement. See Section 268, Comment "j"; and Section 269, Comment "g". And I think it applies here. The language of a will should not be construed to impair the legal rights of children, unless it can be clearly deduced therefrom that such was the intention of the testator. (Hammett vs Hammett, 43 Maryland 307).

The effect of the above referred to deeds is simply to put the title to the property thereby conveyed in the trustee subject to the provisions of Mr. McGuckian's will; and, as I am of the opinion that by the true construction and meaning of that will, the title to all of said property which has not been sold, is now vested in the said George McGuckian, free, clear, and discharge of all trusts and limitations whatsoever, I will sign a decree, requiring the trustee to so convey it, and referring this case to the auditor for the statement of final account wherein she shall charge the trustee with all funds which have come into his hands, and, after allowing him his commissions and other proper expenses, she shall distribute the entire balance to the said George McGuckian.

24 July, 1947

James Clark,

Judge.

D E C R E E .

The matter of the amended petition filed by George McGuckian herein on January 8,1947, coming on for hearing, and being submitted, testimony was taken in open Court, counsel were in open Court, Counsel were heard, and the proceedings read and considered.

It is, thereupon, this 24th day of July, 1947, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED, ORDERED and DECREED that by the true construction and meaning of Thomas McGuckian's last will and testament, dated May 30, 1921, all the property passing thereunder became vested in George McGuckian, his son, absolutely and indefeasibly, in fee simple, free, clear and discharge of any limitations or contingencies whatsoever, upon the death of Maggie McGuckian, the life tenant in said will named, on February 26, 1935, leaving him, said George, her surviving.

And it is further ADJUDGED, ORDERED and DECREED that Charles F. Lee, the trustee appointed by this Court's decree of November 29, 1932, be, and he is hereby, directed to forthwith convey to the said George McGuckian all the property of every kind and description belonging to the said Thomas McGuckian's estate, which still remains in his hands unsold, including therein all the property conveyed by the said Maggie McGuckian and

others to him by deed dated, November 29, 1932, and recorded among the land records of said Anne Arundel County in Liber F.S.R. No. 106, folio 275, etc.,as well as all the property conveyed to him by Maggie McGuckian and Charles F. Lee, surviving executor, by deed dated March 29, 1933, and recorded among said land records in Liber F.S.R. No. 107, folio 507, etc., which still remains unsold, in fee simple, free, clear and discharged of any limitations or contingencies whatsoever.

And it is further ADJUDGED, ORDERED and DECREED that this case be, and the same is hereby, referred to the auditor for the statement of a final account wherein she shall charge the trustee with all funds which have come into his hands, as such trustee, and, after crediting him with his commissions and other proper expenses, including the cost of this case, she shall distribute the whole balance remaining, whether corpus or income, to the said George McGuckian.

James Clark,

Judge.

Filed 24 July, 1947

NOTICE OF APPEAL

Mr. Clerk:

On behalf of J. Henry Zeller, Guardian ad litem for Alfred B. McGuckian and George T. McGuckian, infant parties in the above entitled case, please enter an appeal to the Court of Appeals of Maryland from the decree entered by the Circuit Court for Anne Arundel County on July 24, 1947.

James C. Morton, Jr.,

Solicitor for J.Henry Zeller,

Guardian ad litem.

Filed 18 August, 1947
" 19 August, 1947

TESTIMONY.

Annapolis, Maryland,

June 5, 1947 . 10:00 a.m.

Before Judge Clark.

Appearances:

George B. Woelfel, Esq., and George E. Rullman, Esq. on behalf of the Plaintiff.

James C. Morton,Jr.,Esq., and John G. Rouse, Jr., Esq., on behalf of the Defendant.

JUDGE CLARK: I know what the history of it is.

Opening statement by Mr. Woelfel.

JUDGE CLARK: I am not concerned with titles to this property; I am concerned with the construction of this will.

If you what to take any testimony to show the facts and circumstances and the intent of Thomas McGuckian at the time he made this will I think it would be proper. Thereupon:

GEORGE C. MCGUCKIAN

A citizen of lawful age, having first been duly sworn, testified as follows.

DIRECT EXAMINATION

By Mr. Woelfel:

Q. Your name is George McGuckian?

A. George C.

Q. George C. McGuckian. How old are you Mr. McGuckian?

A I'll be 57 the 28th day of December.

Q. And where do you reside?

A 61 Amiscard Boulevard, Annapolis, Maryland.

Q. And you are the son of Thomas McGuckian?
A. Yes Sir.
Q. And Maggie McGuckian, his wife?
A. Yes sir
Q. How many children do you have?

A. I have three.

Q. State their names and ages?

A. Margaret Ann Peggy is 22, George will be 18 and Alfred will be 14 in September-October rather.

Q. Peggy, she lives at home with you ?

A. Yes, sir.

Q. And George is now in the Army?

A. In Germany.

Q. In Germany. And the young boy resides at home too?

A. Yes sir.

Q. Do you recall the time your father made this will?

A. Yes, I do.

Q. Where was your father at the time the will was executed?

A. Laying on his bed.

Q. Out at his home?

A. Yes, sir.

Q. And after the will was prepared did your father call you and your mother into the room?

A. He did.

Q. Did he tell you and your mother what the contents of the will was to be?

A. He did that too.

Q. What did he tell you was the --

MR. MORTON: We object.

JUDGE CLARK: Mr. Woelfel, I don't think we can do it quite that way.

Mr. Woelfel:--who was living at the time.

JUDGE CLARK: I am interested in what he said in the will, the fashion and circumstances surrounding the situation: the case.

By Mr. Woelfel:

Q. What heirs did your father have?

A. Me, at that time he had me.

JUDGE CLARK: What's that?

THE WITNESS: I was the only heir, sir.

By Mr. Woelfel:

Q. And your mother.
A And my Mother
JUDGE CLARK: You were the only child?

THE WITNESS: Yes, sir.

By Mr. Woelfel:

Q. And were you married at the time of the execution of this will?

A. I was not.

Q. And you had no children?

A. No children.

Q. How old were you at that time?

A. Around 30 years old.

Q. So that you and your mother were the only objects of your father's bounty?

A. Yes, sir.

JUDGE CLARK: How old was your mother Mrs. McGuckian at that time,sir?

THE WITNESS: The only way I can figure out--my father was 58 when he died and my mother was five years older.

JUDGE CLARK: Your mother was five years older than your father?

A. Yes sir.

By Judge Clark:

Q. I believe you were wounded in World War I?

A. Yes, sir.

Q. How did that leave you?

A. Sir?

Q. Did that affect your sight any?

A. Yes, sir. I haven't read a newspaper since 1917.

Q. You can't read?

A. No, sir.

Q. And your father was what when he died?

A. My father was 58 when he died.

Q. And you were not married when your father made that will?

A. No sir.

JUDGE CLARK: All right.

CROSS EXAMINATION

By Mr. Morton:

Q. When did your mother die, Mr. McGuckian?

A. My mother died about 12 or 13 years ago. I think she was 76 when she died.

MR. MORTON: That is all, sir.

JUDGE CLARK: Anything else you want to ask him?

Mr. WOELFEL: No sir, That is all the testimony we have.

JUDGE CLARK: Have you got any testimony?

MR. MORTON: No, sir.

JUDGE CLARK: All right now, Mr. Woelfel, I'll be glad to hear you.

Statement by Mr. Woelfel.

Statement by Mr. Rullman

JUDGE CLARK: Have you filed an answer?

MR. RULLMAN: Yes sir,

Statement by Mr. Morton.

Filed Oct. 16, 1947.

PETITION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Charles F. Lee, Trustee of the above entitled Estate respectfully shows unto your Honors:

First: That by a Decree of this Honorable Court dated the 29th day of March,1933, he was appointed Trustee and duly qualified.

Second: That by an Order of this Honorable Court dated the 13th day of September, 1946, your Petitioner was authorized and directed to make a loan to Joseph R. Peake and Emily H. Peake, his wife, in the amount of Three Thousand, Three Hundred Dollars ($3,300.00) to be secured by a first mortgage bearing interest at four per cent per annum, payable in full five years from date.

Third: That in accordance with said Order and authorization, a mortgage loan was made to Joseph R. Peake and wife dated the 30th day of September, 1946, which mortgage was duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. 387,folio 174, covering property in the Second Election District of Anne Arundel County containing 25 acres of land, more or less, and a tract of land in the Third Election District of Anne Arundel County containing 11-1/2 acres of land, more _ less, saving and excepting three lots of ground heretofore conveyed from said tract, all of which is particularly described in said mortgage.

Fourth: That at the present time the balance due on account of the mortgage debt is $3,300.00 and interest from September 30, 1947 to December 30, 1947, in the amount of $33.00.

Fifth: That Joseph R. Peake and Emily H. Peake, his wife, the mortgagors, have applied to your Petitioner for a release of said mortgage debt and have advised that they are ready, willing and able to satisfy the mortgage debt.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an Order authorizing and directing him to release and satisfy the mortgage herein referred to upon payment of the full mortgage debt with all interest due thereon to the 30th day of December, 1947.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee,

Petitioner.

ORDER OF COURT.

Upon the foregoing Petition, it is thereupon Ordered this 19" day of December, in the year 1947, by the Circuit Court for Anne Arundel County, sitting in Equity, that Charles F. Lee be, and he is hereby authorized to release and satisfy the mortgage mentioned herein upon payment of the principal debt as set out in this Petition together with all interest due and payable to December 30th, 1947.

William J. McWilliams, A. J.

Filed December 19, 1947

FIRST AND FINAL ACCOUNT OF THE ESTATE OF THOMAS McGUCKIAN, Deceased.

By Winson G.Gott and Charles F. Lee, Executors.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY.

These accounts charge themselves with the amount of Inventory as per Liber -- Folio -- will appear	$7323.43
To amount received under Garbage Contract, referred to in Inventory	6502.50

ASSETS COLLECTED NOT INCLUDED IN INVENTORY:

To amount collected on Winter mortgage ($800.00)	100.00
To amount of interest collected on same,	24.00
To amount received from E.T. Hayman, for use of teams on roads	132.40
To amount received from City of Annapolis, cleaning away snow	35.00
To six months' interest on Sebastian Miller mortgage	39.00
To State Capital Bank, Interest on checking account	1.23
To Connecticut Life Insurance Co. Surplus under policy No. 208,643	40.84
To State Capital Bank, Interest on checking account	1.90
To State Capital Bank, interest on checking account	2.51
To State Capital Bank, interest on checking account	5.57
To amount collected on Sebastian Miller mortgage, principal and interest	1319.50
To State Capital Bank, interest on checking account	6.31
Interest on checking account	.80
Interest on checking account	.88
Interest on checking account	6.81
Interest on checking account	6.32
Interest on checking account	5.32
To Farmers National Bank, Refund of discount paid in error	24.00
Total Assets	15,578.32

DISBURSEMENTS.

By amount paid out,% Garbage Contract:

Payroll,		$4350.50	
John F.Stevens, work in connection with same		289.89	
Dr. J. J. Murphy		84.00	
Charles F. Lee & Co.			
Insurance, 7/3/20 - 3 years	23.25		
Bond 5/10/20	35.38		
Interest	4.48		
Insurance, 12/9/19 - 3 years	29.00		
Interest	4.68		
Bond, 5/31/21	65.02		
Interest	1.43		
Insurance, 1/25/19, 1 year	13.68		
Insurance, 1/25/20, i year	12.45		
Interest	2.84	192.21	
Charles F. Lee & Co.,			
Executor's Bond		40.00	
B.L. Hopping, Funeral expenses		262.00	
The Annapolis Water Company, Water rent to 10/1/21		20.63	
Edward Weiss, Interest on mortgage to 12/28/21		60.00	
State Capital Bank, interest on $800.00 Note	9.06		
On % of same	100.00	109.06	
Forwarded		5408.29	
Forwarded			15,578.32

Forwarded	5408.29	15,578.32
George W. Jones, Ledger	2.50	
Annapolis Water Company, Water rent to 12/31/21	12.90	
Annapolis & Eastport Building Association, interest on mortgage to 1/28/22	145.34	
William H. Moss, appraising personal prop.	10.00	
Joseph W. Duvall, ditto	10.00	
Edward Weiss, Interest on mortgage to 6/28/22	60.00	
Annapolis & Eastport Building Association on account of mortgage	2475.00	
Annapolis & Eastport Building Association, Balance due on mortgages,	1188.83	
William N. Woodward, Recording 2 releases of mortgages	2.00	
Julian Brewer & Son, Insurance, 4/11/21 5.00		
Insurance 7/9/21 22.50	27.50	
Walter C. Munroe, bill filed	135.00	
Annapolis Water Company, Water rent to 1/1/22	25.63	
Water rent to 7/1/22	17.00	
L. Levy, bill filed	33.60	
Herman Woodfield	158.30	
American Agricultural Chemical Company	140.7 -	
Ridgely P. Melvin, bill filed	200.00	
Charles F. Lee & Co. premium on renewal Executors' bond	26.67	
Annapolis Water Company, Water rent to 9/30/22	19.00	
Charles F. Lee, lumber	60.00	
Charles F. Lee, glass	36.00	
Farmers National Bank,		
Note ($1200.00) & int 2/12/22 to 12/5/22	1258.40	
Note (1600.00) & int. 9/1/21 to 12/5/22	1721.33	
Note (100.00) & int. 12/12/21 to 12/5/22	107.79	
State Capital Bank		
Note ($ 700.00) & int. 9/2/21 to 12/5/22	752.72	
Wiseman-Downs Company	98.95	
Harry W. Elliott	4226.74	
Robb Combs & Company, note	297.11	
Robert S. Green	40.50	
Griffith & Turner Company	30.23	
William N. Woodward, recording release	2.25	
Charles F. Lee & Co., Insurance, 10/29/22	13.20	
O. B. Duckett, Register of Wills, costs	25.90	
Charles F. Lee & Winson G. Gott, Executors Commission $1557.83	1402.05	
State tax on same	155.78	
BALANCE, consisting of assets shown in Inventory, unsold	659.33	
	15,578.32	15,578.32

Winson G. Gott,

Charles F. Lee,

Executors.

ANNE ARUNDEL COUNTY, SS.

On this 5" day of December, 1922, came Winson G. Gott and Charles F. Lee,Extrs. of Thos McGuckian, deceased, and made oath in the presence of Almighty God that the aforegoing account as stated is just and true, and that he has paid or secured the payment of every sum for which he has craved an allowance.

Oden B. Duckett,

Register of Wills for Anne Arundel County.

Filed 5" day of Dec. 1922

Examined and passed by order of Court this 5" day of Dec. 1922.

Geo. W. Hyde, C.J.

Maynard Carr, A.J.

Lemon Beall, A.J.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County,do hereby certify that the aforegoing is a true and full copy of the First and Final account Estate of Thomas McGuckian, late of said County deceased,taken from the original, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 23rd day of December, inthe year of our Lörd, nineteen hundred and forty-eight.

(Orphans)
(Court Seal)

R. GLENN PROUT

Register of Wills for Anne Arundel County.

(Not Filed)

R E P O R T

From: January 1, 1947

To: December 31, 1947

REPORT UNDER RULE 20

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Estate of Thomas McGuckian, Charles F. Lee, Trustee, respectfully shows:

First: That the TRUST ESTATE now consists of the following property:

January 1,1947 to December 31,1947

A REAL ESTATE

Location	Assessed Value for Taxes.
Various lots of land in District No. 2,Anne Arundel County	$5,622.00
Various lots of land in District No. 6,Anne Arundel County	5,455.00

B LEASEHOLD

LOCATION	Assessed value for taxes.
NONE	

C MORTGAGES

Location of Property	Amount of Mortgage	Mortgagor's Name
2d. Dist. Underwood Creek	$ 1,000.00	Severn Forest Co. of Baltimore
3d Dist. Brown's Cove	2,500.00 300.00	A Bayon and Mary B.Crisp
2d Dist. Harness Creek	1,000.00 200.00	Fred W. and Addie L. Akers
2d Dist. West Street Extended	4,000.00	J.F.Gomoljak Concrete Pdts.Co.
2d Dist. Near Waterworks	2,000.00	T. Jordon Dorsey
2d Dist. Luce Creek	5,000.00	Levin B.and Edna K.Huntington
Total	$15,500.00 14 600.	

D BONDS

Name of Obligor	No. of Bonds	Amount of Bond	Maturity of Bonds
U.S.Government Ser D	M505044	7.50 $1,000.00	June 1949
U.S.Government Ser D	M505043	750 1,000.00	June 1949
U.S.Government Ser G	V116707	5,000.00	Apl. 1954
U.S.Government Ser G	M1474374	1,000.00	Apl 1955
U.S.Government Ser G	M1474375	1,000.00	Apl 1955
U.S.Government Ser G	D705700	500.00	Apl 1955
U.S.Government Ser G	M1921143	1,000.00	Oct 1955
U.S.Government Ser G	M2943656	1,000.00	Dec 1956
U.S.Government Ser G	M2943586	1,000.00	Dec 1956
U.S.Government Ser G	M2943587	1,000.00	Dec 1956
U.S.Government Ser G	M2943589	1,000.00	Dec 1956
U.S.Government Ser G	X725141	10,000.00	Feb 1959
Total		$24.500.00	

E STOCKS

No. and Class of shares	Name of Company	Certificate Nos.	Par Value	Date of Certificate
	N O N E			

F. CHATTELS — NONE

G CASH — $31,986.24

No. BOOK - Deposited in County Trust Co. Bank

SECOND: That since the last report was filed,there have been the following changes in the principal of the Trust Estate.

A RECEIPTS-SALES,Etc.

Date of Order of Court directing sales.Gross Amount of sales Corpus cash balance as per last report	Debits Expenses Net Amount Rec'd. Net Amount Received
Interest on U.S. Bonds	437.50
Interest on Mortgages	1,115.49
Interest of Sale of Lots	494.35
Refund of Taxes	147.54
Refund of Sewer Charges	35.76
a/c Principal of Mortgages	27,100.00
a/c Purchase of Lots	99. 7,824.00
Total Net Receipts	$37,154.64

B. EXPENDITURES-PURCHASES, Etc. CREDITS

Date of Order of Court Authorizing Purchase	Purchase Price	Expenses	Gross Amount paid.

Purchase of U.S. Bonds	2/20/47	10,000.00	10,000.00
Mtge to T. Jordan Dorsey	3/7/47	2,000.00	2,000.00
Legal Expenses			54.50
Real Taxes			588.96
Surveying and Appraisal Fees			75.00
U.S. Income Tax			2,816.76
Md. Income Tax			252.67
Accounting Services			125.88
Trustee's Commissions			885.75
Court Auditor			20.00
Sewer and Water Charge			33.31
Safe Deposit Box Rent			2.40
Advertising			1.08
	Total Grose Expenditures		$16,856.31
	Total Corpus Cash Balance as per this Report		20,298.33

MEMORANDUM OF INCOME

THIRD: That since the last annual report, the Trustee has received income of said Trust estate to the amount of $37,154.64

CASH BALANCE AS PER LAST REPORT 11,687.91

TOTAL GROSS INCOME $48,842,55

and during that time ha_ made payment aggregating-Operating Expenses 16,856.31

Leaving the NET INCOME of the ESTATE $31,986.24

which he ha_ paid over to _ $31,986.24

as will appear from the RECEIPTS and VOUCHERS which will be exhibited to one of the AUDITORS or MASTERS of this COURT when required.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 7th day of July, 1948, personally appeared before me Charles F. Lee, Trustee and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

(Notarial Seal) Ruby W. Chaney, Notary Public

STATEMENT OF RECEIPTS AND DISBUSEMENTS

January 1, 1947 to December 31, 1947.

Balance in Bank, January 1, 1947 $11,687.91

RECEIPTS

From Purchases of Lots	$ 7,994.00	
Interest on U.S. Bonds	437.50	
Interest on Mortgages	1,115.49	
Interest on sale of Lots	494,35	
Payments a/c Principal of Mortgages	27,100.00	
Refund of Taxes	147.54	
Refund of Sewer Charges	35.76	
TOTAL RECEIPTS		$37,324.64
		$49,012.55

DISBURSEMENTS.

Refund of Deposits on Lots	$ 170.00
Purchase of U. S. Bonds	10000.00
Mortgage to Dorsey	2000.00
Legal Expenses	54.50
Real Property Taxes Paid	588.96
Surveying Expenses	25.00
Appraisal Fees	50.00
Advertising Expense	1.08
U.S. Income Tax	2816.76
Accounting Service	125.88
Maryland State Income Tax	252.67
Court Auditor	20.00
Sewer and Water Charges	33.31
Commission to Trustee	885.75
Safe Deposit Box Rent	2.40
TOTAL DISBURSEMENTS	17,026.31
Balance in Bank, December 31, 1947	$31,986.24

Jno. E. Popp,

Filed 17 June, 1948 PUBLIC ACCOUNTANT

ORDER OF REFERENCE.

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, this 17th day of June, 1948, that the Report and Account of Charles F. Lee, Trustee be referred to Laura R. Jickling, Auditor, for a final account.

James Clark.

(No REPORT OF AUDITOR OR FINAL ORDER FILED.)

Filed June 17, 1948,

(For Petition and Order to allow Gott Claim, see page #)

MANDATE

COURT OF APPEALS OF MARYLAND

No. 120 OCTOBER TERM, 1947.

J. Henry Zeller, Guardian, ad Litem vs George C. McGuckian	:	Appeal from the Circuit Court for Anne Arundel County. Filed: Oct. 17, 1947
	:	Apr. 1,1948,Decree affirmed, the costs to be paid out of the estate
	;	Opinion filed. Op. Delaplaine, J .
	:	Apr. 2, 1948, Decree filed.

Appellant's Cost in the Court of Appeals of Maryland

Clerk's Cost	$ 10.00	
Brief	$ 140.34	
Appearance Fee	$ 10.00	
Reply brief	$ 22.42	$182.76

Appellee's Cost in the Court of Appeals of Maryland.

Brief	$ 63.20		
Appearance Fee	$ 10.00	73.20	$255.96

STATE OF MARYLAND, SCT:

I, Maurice Ogle, Clerk of the Court of Appeals of Maryland, do hereby certify that

the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof,I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this first day of May, A. D., 1948.

(Court Seal) Maurice Ogle, Clerk.
of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE.

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 first day of April, 1947, by the COURT OF APPEALS OF MARYLAND and by the authority thereof, adjudged, ordered and decreed that the decree of the Circuit Court for Anne Arundel County dated the 24th day of July, 1947, be and the same is hereby affirmed, the costs to be paid out of the estate.

Ogle Marbury
Chief Judge for the Court.

Filed April 2, 1948

Filed May 4, 1948

PETITION, AFFIDAVIT, CERTIFICATE,

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of James C. Morton, Jr., respectfully represents:-

1. That your petitioner was appointed counsel to J. Henry Zeller, Guardian ad litem for Alfred B. McGuckian and George T. McGuckian, infant parties in the above-entitled proceedings, on March 27, 1947.

2. That your petitioner prepared and filed an answer on behalf of the Guardian ad litem in this matter.

3. That your petitioner represented the Guardian ad litem at the hearing of this case before Judge James Clark, participated in the oral argument at the hearing, and subsequently submitted a brief setting forth the contention of the Guardian ad Litem in this case.

4. That after Judge Clark rendered his decision terminating the trust estate your petitioner entered an appeal on behalf of the Guardian ad litem,prepared the record on appeal, and prepared and submitted a brief to the Court of Appeals of Maryland.

5. That your petitioner deemed it necessary in order to properly protect the interests of the infants, to file a reply brief subsequent to the filing of the brief on behalf of the appellee.

6. That your petitioner argued the case on behalf of the Guardian ad litem in the Court of Appeals of Maryland.

7. That your petitioner performed such other legal services as were deemed necessary to properly protect the interests of the infant parties.

8. That your petitioner is advised that he is entitled to reasonable compensation for the legal services rendered and to reimbursement for sums advanced by him on behalf of the Guardian ad litem, such sums being set forth in the attached Exhibit A and prayed to be taken as a part hereof.

WHEREFORE, YOUR PETITIONER PRAYS, that an Order be passed by this Honorable Court authorizing and directing Charles F. Lee, Trustee of the Estate of Thomas McGuckian,

deceased,to pay to your petitioner out of said estate,such sum of money as this Honorable Court deemd appropriate under the circumstances.

AND as in duty bound, etc.

James C. Morton, Jr.,

STATE OF MARYLAND,COUNTY OF ANNE ARUNDEL ,,TO WIT:

I HEREBY CERTIFY,that on this 5th day of May,in the year nineteen hundred and forty-eight,before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,personally appeared James C.Morton,Jr.,and made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Lorraine S. Mulmeister- Notary Public.

My Commission expires: May 2, 1949.

WE, WILLIAM J. McWILLIAMS, and C.Osborne Duvall,members of the Bar of the State of Maryland,hereby certify that we have read and considered the foregoing petition and are of the opinion that $500.00 is a fair and reasonable fee for the services therein mentioned.

William J. McWilliams,
C. Osborne Duvall

EXHIBIT A.

DISBURSEMENT BY JAMES C. MORTON, JR.,
In the matter of

J. Henry Zeller, Guardian ad Litem.

vs

George C. McGuckian
in the
Court of Appeals of Maryland

9/4/47	Elmer C. Forand- transcript of testimony	$6.30
11/17/47	Clerk Circuit Court for Anne Arundel County	21.50
	Appellant's costs in Court of Appeals as per Mandate attached hereto	182.76
	Total Disbursements	$ 210.56

M A N D A T E

COURT OF APPEALS OF MARYLAND
No. 120 OCTOBER TERM, 1947

J. Henry Zeller,Guardian ad Litem	:	Appeal from the Circuit Court for Anne Arundel County
	:	Filed; Oct. 17, 1947
VS	:	Apr.1, 1948,Decree affirmed, the costs
	:	to be paid out of the estate.
George C. McGuckian	:	Opinion filed. Op. Delaplaine, J.
	:	Apr. 2, 1948, Decree filed.

Appellant's Cost in the Court of Appeals of Maryland.

Clerk's Cost	$ 10.00		
Brief	$ 140.34		
Appearance Fee	$ 10.00		
Reply brief	$ 22.42		$182.76
Appellee's Costs in the Court of Appeals of Maryland.			
Brief	$ 63.20		
Appearance Fee	$ 10.00	$73.20	$255.96

STATE OF MARYLAND, SCT:

I, Maurice Ogle,Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof,I have hereunto set my hand as Clerk and affix the seal of the Court of Appeals, this first day of May, A. D. 1948.

(Court Seal)

MAURICE OGLE, Clerk of the
Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE.

Filed May 6, 1948 Equity No. 6400.

ORDER

Upon the foregoing petition, affidavit and certificate, it is this 6th day of May, 1948,ORDERED by the Circuit Court for Anne Arundel County, in EQUITY, that Charles F.Lee Trustee of the Estate of Thomas McGuckian, Deceased, pay unto James C. Morton ,Jr.,out of the funds of the said Estate in his hands, the sum of Five Hundred Dollars as a fee for his services as in the said petition set forth;

And it is further ORDERED that said trustee pay unto the said James C. Morton, Jr., upon receipt of proper vouchers the sum of Two Hundred Ten Dollars and Fifty-six Cents ($210.56) as reimbursement for the disbursements made by him in this proceeding;

And it is further ORDERED that the trustee be allowed the aforesaid sums in his account.

James Clark, Judge.

Filed 6 May, 1948

PETITION FOR FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles F.Lee,Trustee of the above entitled Estate,respectfully shows unto your Honors:

First:That when the Bill of Complaint was filed by George McGuckian to terminate this trust, your Petitioner needed legal services and consulted George E.Rullman,who filed an answer to the first Bill of Complaint and also filed and Answer to the Amended Bill of Complaint on behalf of the Trustee. He also appeared at the taking of the testimony before the Court and during the course of the administration of this Estate was called on many times for advice for which he was not compensated. This advice,over a long period of time,has been of material benefit to the Trustee in the administration of the Estate, and the Trustee cannot compensate his attorney except under authority of an Order of this Honorable Court.

NOW, THEREFORE,YOUR PETITIONER PRAYS YOUR HONORS,to pass an Order in the premises allowing George E. Rullman,his attorney a reasonable fee for services rendered incident to the answering of the original Bill of Complaint of George McGuckian,also the Amended Bill of Complaint,and the taking of testimony,and for services rendered as stated above for which he has received no compensation.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee, Trustee

The undersigned members of the Bar of Anne Arundel County do hereby certify that,in their judgment,Two Hundred Dollars ($200.00) would be a moderate and reasonable fee to be paid George E. Rullman,Attorney for Charles F. Lee, Trustee,as above mentioned,for services above mentioned.

Benjamin Michaelson
R. Tilghman Brice,3rd,
Winson G. Gott,Jr.,

Filed May 28, 1948

ORDER OF COURT

Upon the foregoing Petition of Charles F. Lee,Trustee, of the Estate of Thomas

McGuckian, Deceased, and the Certificate of the members of the Bar of Anne ---------- Arundel County, it is hereby Ordered this 25th day of May, 1948, that George E. Rullman, Attorney for Charles F. Lee, Trustee in the above entitled cause,be allowed the sum of Two Hundred Dollars ($200.00) as a fee for services rendered, and the Auditor is hereby directed to make said allowance in stating the account; subject, however, to the usual exceptions.

James Clark,

Judge.

Filed 25 May, 1948

PETITION AND ORDER TO ALLOW CLAIM OF CARRIE W.GOTT,ET AL.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Carrie W. Gott, Helen C. White (nee Gott) and Winson G. Gott, Jr.(also known as W. Gilbert Gott), heirs at law of Winson G. Gott, deceased, respectfully represents:

1. That Winson G. Gott, as one of the executors named in the Will of Thomas McGuckain, served in that capacity under the jurisdiction of the Orphans' Court for Anne ArundelCounty, until his death in July, 1928; and that thereafter,until this Court assumed jurisdiction in the above entitled case, Charles F. Lee, who was joint executor with said Winson G. Gott, managed the Estate of Thomas McGuckian as surviving executor.

2. That at the time of the death of said Winson G. Gott,there was due to him, as said executor, the sum of Five Hundred and Ninety-nine ($599.68) Dollars and Sixty-eight cents as his share of the executors' commissions; but that, as there were insufficient funds in said McGuckian Estate at that time, said amount was not paid over to the Administratrices of the Estate of Winson G. Gott, and was thereafter overlooked.

3. That the ledger kept by the said executors, Winson G. Gott and Charles F. Lee, now in the possession of Charles F. Lee, shows the above amount to be due Winson G. Gott, as executor's commission, as is set forth in an affidavit by said Charles F. Lee, attached hereto and prayed to be taken as a part hereof.

4. That neither Carrie W. Gott and Ruby W. Chaney, Administratrices of the Estate of Winson G. Gott, nor your petitioners, who are the only heirs at law of said Winson G. Gott, deceased, ever received payment of said commission due as aforesaid; that your petitioners did not know that said commission was due to the said Winson G. Gott, as Executor, and therefore have not made any previous efforts to collect same.

Wherefore your petitioners pray that this Honorable Court pass an order directing the Court Auditor to allow the aforesaid claim for executor's commission due Winson G. Gott; subject, however, to all proper exceptions.

And as in duty bound, etc.

Carrie W. Gott

Helen C. White

Winson G. Gott, Jr.,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carrie W. Gott, Helen C. White (nee Gott) and Winson G. Gott, Jr., aforesaid petitioners, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of their knowledge and belief.

As witness my hand and Notarial Seal, June 15th, 1948.

Ruby W. Chaney, Notary Public,

(NOTARIAL SEAL)

Filed June 15", 1948

As Surviving Executor of the Estate of Thomas McGuckian, deceased, the ledger kept jointly by Winson G. Gott and myself as executors, passed into my hands. This ledger shows that the said Winson G. Gott had due him, at the time of his death, in July, 1928, the sum of Five Hundred and Ninety-nine Dollars ($599.68) and Sixty-eight cents, as his share of the executors' commissions.

The accounts kept by me as surviving executor aforesaid, and later as Trustee in the Trust Estate of Thomas McGuckian, show no record of payment of said commission and I have no personal recollection of ever having paid said commission.

Charles F. Lee,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 15th day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles F. Lee, and made oath in due form of law that the matters and facts above set forth are true to the best of his knowledge, information and belief.

(Notarial Seal) Ruby W. Chaney, Notary Public.

Filed June 15, 1948

P E T I T I O N .

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Charles F. Lee, Trustee of the above entitled Estate respectfully shows unto your Honors:-

First: That the said Charles F. Lee, Trustee, acting under an Order passed by this Honorable Court on the 29th day of March, 1933, has entered into Contracts of Sale for the purchase of certain lots of ground owned by this Estate on which part of the purchase price has been paid, and on which balances remain unpaid, a list of which is attached hereto and prayed to be taken as a part hereof, and that your Trustee has not been compensated for commissions on these sales, all of which is shown on the attached list and amounts to $445.30.

Second: That the commissions shown to be due on the attached list are those which he has been accumtomed to receive and be allowed by this Honorable Court, and that he is preparing to turn over all of his assets to George McGuckian in accordance with a Mandate passed by the Court of Appeals of Maryland.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS to pass an order in the premises allowing the said Charles F. Lee the sum of $445.20 as commissions in the sales heretofore reported, and in accordance with the list filed herewith as an exhibit.

AND, AS IN DUTY BOUND, etc.

Charles F. Lee,
Trustee of the Estate of Thomas
McGuckian, deceased.

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

I hereby certify that on this 16th day of June, in the year 1948, before the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles F. Lee, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal.
(Notarial Seal) Ruby W. Chaney, Notary Public.

Charles F.Lee,,Realtor
Lee Building,Annapolis, Md.
Phone 2461.

April 15, 1948

Estate of Thomas McGuckian

Annapolis, Md.

Unpaid commissions on lots sold to the following under contract of sale:

		Purchase Price	Payments to 4/15/48;	Balance Apr.15,48 .	Commissions due
David Harris	Lot 26, Parole	$ 500.00	$130.00	$370.00	$ 37.00
Ralph E.Campbell	Lots 1,22,21 & parts of 2,3,20 19, block D	3,250.00	2,000.00	1,250.00	125.00
James E. Jordan	Lot 31 Parole	450.00	418.00	32.00	3.20
Nick G.Cassavetis	Lot 1, blk F	800.00	700.00	100.00	10.00
James C. Dove	Lots 15-16 H	950.00	640.00	310.00	31.00
Claude G. Peddicord	Lot 14, Parole	450.00	170.00	280.00	28.00
David M. Zell	Lots 11-12 G	1,300.00	1,250.00	50.00	5.00
Wilfred T. Azar	Lots 21-22 F	1,000.00	500.00	500.00	50.00
Eugene W. Cloud	Lots 2-3 F	1,400.00	975.00	425.00	42.50
Eugene W. Cloud	Lots 25-26 F	1,000.00	210.00	790.00	79.00
P.J.Wilkenson	Lot 8, Parole	350.00	255.00	95.00	9.50
John Karangelen	Lot 23 F	500.00	250.00	250.00	25.00
Total Commission due					$445.20

ORDER OF COURT

Upon the foregoing Petition and Affidavit of Charles F. Lee, Trustee of the Estate of Thomas McGuckian, deceased, it is hereby ORDERED this 17th day of June in the year 1948, by the Circuit Court for Anne Arundel County, sitting in Equity, that Charles F. Lee be allowed as commissions for the sale of real estate set forth in the attached list the sum of $445.20, and the Auditor is hereby directed to make the said allowance in stating the account; subject, however, to the proper exceptions.

James Clark.

Judge.

Filed 17 June, 1948.

4

R E P O R T

From: January 1, 1948 To: April 15, 1948 .

REPORT UNDER RULE 20

To the Honorable, the Judges of said Court:

The Report of Estate of Thomas McGuckian, Charles F. Lee, Trustee, Respectfully shows:

First. That the TRUST ESTATE now consists of the following property:

January 1,1948 to April 15, 1948

A REAL ESTATE

Location	Assessed value for Taxes
Various lots of land in District No.2,Anne Arundel County	$5,622.00
Various lots of land in District No. 6 Anna Arundel County,	$5,455.00

B LEASEHOLD

Location	Assessed value for Taxes
N O N E	

C MORTGAGES

Location of Property	Am't of Mortgage	Mortgagor's Name
2d Dist. Underwood Creek	$ 1,000.00	Severn Forest Co. of Baltimore
3d Dist. Brown's Cove	2,500.00	A Bayon and Mary B. Crisp
2d Dist. Harness Creek	1,000.00 (300)	Fred W. and Addie L. Akers
2d Dist. West Street Extended	4,000.00 (3800.00)	J F.Gomoljak Concrete Pdts. Co.
2d Dist. Near Waterworks	2,000.00	T. Jordon Dorsey
2d Dist. Luce Creek	5,000.00	Levin B. and Edna K.Huntington
Total	$15,500.00 (14,600.00)	

D BONDS

Name of Obligor	No. of Bonds	Amount of bonds	Maturity of Bonds
U. S. Government Ser D	M505044	$1,000.00 (940)	June 1949
U. S, Government Ser D	M505043	1,000.00 (940)	June 1949
U. S. Government Ser G	V116707	5,000.00	Apl 1954
U. S. Government Ser G	M1474374	1,000.00	Apl 1955
U. S. Government Ser G	M1474375	1,000.00	Apl 1955
U. S. Government Ser G	D705700	500.00	Apl 1955
U. S. Government Ser G	M1921143	1,000.00	Oct 1955
U. S. Government Ser G	M2943656	1,000.00	Dec 1956
U. S. Government Ser G	M2943586	1,000.00	Dec 1956
U. S. Government Ser G	M2943587	1,000.00	Dec 1956
U. S. Government Ser G	M2943589	1,000.00	Dec 1956
U. S. Government Ser G	X725141	10,000.00	Feb 1959
Total		$24,500.00 (380.00)	

E STOCKS

None

F CHATTELS — NONE

G CASH — $31,106.40

No.BOOK DEPOSITED IN County Trust Co. Bank.

SECOND. That since the last report was filed, there have been the following changes in the principal of the Trust Estate.

A RECEIPTS-SALES, ETC. DEBITS

	Date of Order of Court directing Sales;	Gross amount of sales;	Expenses	NET AMOUNT received.
Corpus cash balance as per last report				$
c/c Purchase of Lots				570.00
Refund of Taxes				3.00
Interest on U.S. Bonds				231.25
Total Net Receipts				$ 804.25

B EXPENDITURES-PURCHASES,Etc., Credits

Date of Order of Court, Authorizing Purchase.	Purchase Price.	Expenses.	Gross Amount paid.

	Date of Order of Court Authorizing purchase.	Purchase Price	Expenses Gross Amount paid
RealTaxes			312.23
U. S. Income Tax			1,045.30
Maryland Income Tax			128.79
Accounting Services			129.21
Trustee's Commissions			68.56
		Total Gross Expenditures	$1,684.09
		Total Corpus Cash Balance as per This Report	879.84 in red

MEMORANDUM OF INCOME

THIRD: That since the last annual report, the Trustee has received income of said Trust estate to the amount of $ 804.25

CASH BALANCE AS PER LAST REPORT $31,986.24

TOTAL GROSS INCOME $32,790.49

and during that time has made payments aggregating-

OPERATING EXPENSES 1,684.09

Leaving the NET INCOME of the ESTATE $31,106.40

which he ha_ paid over to

LEAVING A CASH BALANCE OF INCOME UNDISTRIBUTED THIS DATE $31,106.40

as will appear from the RECEIPTS and VOUCHERS which will be exhibited to one of the AUDITORS or MASTERS of this COURT when required.

Charles F. Lee, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNT, TO-WIT:

I hereby certify, that on this 7th day of July, 1948, personally appeared before me Charles F. Lee, Trustee, and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

Ruby W. Chaney,

(Notarial Seal) Notary Public.

ESTATE of THOMAS McGUCKIAN

Charles F. Lee, Trustee,
Annapolis, Maryland.

STATEMENT OF RECEIPTS AND DISBURSEMENTS

January 1, 1948 to April 15, 1948.

Balance in Bank, January 1, 1948,		$ 31,986.24
RECEIPTS		
From Purchasers of Lots	$ 570.00	
Interest on U. S. Bonds	231.25	
Refund of Taxes	3.00	
TOTAL RECEIPTS		804.25
		$ 32,790.49
DISBURSEMENTS		
Real Property Taxes	$ 312.23	
U.S.Income Taxes for year 1947	1,045.30	
Maryland Income Tax for year 1947	128.79	

Accounting Services to date	$ 129.21
Trustee's Commissions	68.56
TOTAL DISBURSEMENTS	$ 1,684.09
Balance in Bank, April 15, 1948	$31,106.40

Jno. E. POPP,

PUBLIC ACCOUNTANT

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 17th day of June, 1948, that the Report and Account of Charles F. Lee, Trustee bereferred to Laura R. Jickling, Auditor, for a final Account.

James Clark,

Judge

Filed June 17, 1948

Order of Reference 17 June, 1948 fd.

AMENDED PETITION OF

4 CARRIE W. GOTT, ET AL, ADMINISTRATRICES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ruby W. Chaney and Carrie W. Gott, Administratrices of the Estate of Winson G. Gott, deceased, respectfully represents:

1. That Winson G. Gott, as one of the executors named in the Will of Thomas McGuckian, served in that capacity, under the jurisdiction of the Orphans' Court for Anne Arundel County, until his death in July, 1928; and that thereafter, until this Court assumed jurisdiction in the above entitled case, Charles F. Lee, who was joint executor with said Winson G. Gott, managed the Estate of Thomas McGuckian as surviving executor.

2. That at the time of the death of said Winson G. Gott, there was due to him, as said executor, the sum of Five Hundred and Ninety-nine Dollars ($599.68) and Sixty-eight cents as his share of the executors' commissions; but that, as there were insufficient funds in said McGuckian Estate at that time, said amount was not paid over to your petitioners as Administratrices of the Estate of Winson G. Gott, and was thereafter overlooked.

3. That the ledger kept by the said executors, Winson G. Gott and Charles F.Lee, now in the possession of Charles F. Lee, filed in these proceedings with a petition by Carrie W. Gott, Helen C. White and Winson G. Gott, Jr., heirs at law of Wincon G. Gott, this being an amended petition thereof.

4. That your petitioners, who have been duly appointed and qualified as Administratrices of the Estate of Winson G. Gott, never received payment of said commission due as aforesaid; that your petitioners did not know that said commission was due to the said Winson G. Gott, as executor, and therefore have not made any previous efforts to collect the same.

5. That heretofore the heirs at law of Winson G. Gott, namely Carrie W. Gott, Helen C. White (nee Gott) and Winson G. Gott, Jr., filed a petition in these proceedings praying that this Honorable Court direct the Court Auditor to allow the above claim for commission, but said petition should have been filed by your petitioners and

therefore this petition os filed in the place and stead of said petition filed by said aforesaid heirs, except that your petitioners herein pray the Court to consider the affidavit by Charles F. Lee (which was filed with the first petition) as a part of this petition.

Wherefore your petitioners pray that this Honorable Court pass an order directing the Court Auditor to allow the aforesaid claim for executor's commission due Winson G.Gott; subject, however, to all proper exceptions.

And as in duty bound, etc.,

Carrie W. Gott,
Ruby W. Chaney
Administratrices of the Estate of
Winson G.Gott,deceased,Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 22nd day of June, 1948, before me, the subscriber , a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ruby W. Chaney and Carrie W. Gott, Administratrices of the Estate of Winson G. Gott, deceased, and made oath in due form of law that the matters and facts set forth in the aforegoing petition are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

(Notarial Seal.)

Beatrice Velenovsky
Notary Public.

Filed June 22,1948

Order of Court

Upon the aforegoing amended petition and affidavit, it is this 1st day of July,1948, by the Circuit Court for Anne Arundel County, ORDERED AND DIRECTED that the Court Auditor allow the claim of Ruby W. Chaney and Carrie W. Gott, Administratrices of the Estate of Winson G. Gott, deceased, against the Trust Estate of Thomas McGuckian, for the sum of Five Hundred and Ninety-nine Dollars ($599.68) and Sixty-eight cents, as commissions due to the said Winson G. Gott as Executor of the Estate of Thomas McGuckian; said claim to be subject,however, to all proper exceptions.

James Clark.
Judge.

Filed 1 July, 1948.

AUDITOR'S REPORT AND ACCOUNT.

IN THE MATTER OF THE
TRUST ESTATE
OF
THOMAS McGUCKIAN

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 6400 EQUITY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that _he has examined the proceedings in the above entitled cause, and from them_he has stated the within account, as directed by the Decree of the Circuit Court for Anne Arundel County dated July 24, 1947, and affirmed

by the Court of Appeals of Maryland in #120 October Term , 1947.

This Account covers the period of December 31, 1933 to April 15, 1948, the Trustee's First Report herein which covered the period of October 25, 1932 to December 31, 1933, having been ratified by Order of this Court dated April 28, 1934, after publication of an order nisi thereon. July 7, 1948.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Trust Estate of Thomas McGuckian,			in ac.
To Trustee for Commissions paid to 4/15/48			
on collections from sale of lots -			
$98,691.02 (being $99,085.52 less $394.50			
refunded), viz:		$ 9,869.10	
To Trustee for Commissions on income		1,020.64	
			10,889.74
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee		10.00	
Clerk of Court- costs to 1943		67.50	
Clerk of Court - final court costs		256.50	
Auditor- stating this account		157.50	
			491.50
To Trustee for Expenses, viz:			
Capital-Gazette Press- Order nisi (acct)		5.00	
Capital-Gazette Press - advertising		4.34	
Safe Deposit Box rent to 12/3/47		16.20	
Maryland Casualty Co.- bond premiums			
from 11/29/34 to 11/29/47, inc.		1,512.00	
John E. Popp - accounting service		885.18	
Insurance premiums		573.64	
Court Auditor - verifying Trustee's			
Reports under Rule 20, 1938-1946		108.00	
Revenue stamps on deeds		10.45	
Miscellaneous Expense- - blue prints, re-			
cording plat, labor, fertilizer, etc.,		172.85	
			3,287.66

To Trustee for Taxes, viz:		
State, County and Annapolis City taxes for years 1934 to 1948, inc.	9,227.64	
Federal Income taxes-1934-1948,inc.	7,709.07	
Maryland Income taxes-1944-1948,inc.	500.04	17,436.75
To Trustee for Liens Paid, viz:		
Balance due on mortgage	3,825.00	
Interest thereon from 12/31/33 to 1937	551.63	4,376.63
To Trustee for Expenses in Connection with Development of Real Estate, viz:		
Labor and material- cleaning lots	133.83	
Cost of surveying, plat, etc.	2,754.50	
Cost of appraisal of lots sold	732.50	
Cost of laying sidewalks-Spa View	253.80	
Cost of grading and building roads	1,141.20	
Water and sewer connections	264.05	
Refunds on sale of lots	394.50	
Legal expenses in connection with sale of lots	1,123.63	
Refunds of sign rentals	13.83	
Water service	24.92	6,836.76
To Trustee for Repairs, viz:		
Repairs to roof at Linthicum farm-1934		95.62
To Trustee for Amounts advanced to Mrs. Maggie McGuckian (1934-1936)including funeral expenses.		991.00
To Trustee for Court costs and Expenses in connection with final litigation, viz: Clerk of Circuit Court-costs	21.50	
J. Henry Zeller- Guardian ad Litem	4.00	
E. C. Forand,Jr.-stenographic record	6.30	
Jos. W. Alton-Sheriff's costs	.95	
Clerk of Court of Appeals- costs	10.00	
Appellant's Solicitor's appearance fee	10.00	
Appellees' Solicitor's appearance fee	10.00	
Appellant's brief	140.34	
Appellees' Brief	63.20	
Reply Brief	22.42	288.71
James C. Morton-legal services rendered to Guardian ad Litem (Order 5/6/48)	500.00	
George E. Rullman-legal services rendered to Trustee (Order 5/25/48)	200.00	700.00
To Trustee for Claims filed, viz:		
Carrie W. Gott and Ruby W. Chaney,Administratrices of Winson G.Gott,deceased,commissions due as Executor of Thomas McGuckian (Order 7/1/48)	599.68	
Charles F.Lee,Trustee-commissions on unpaid balances due from sales of lots under contract(Order 6/17/48)	445.20	1,044.88

To Trustee for Investments made under various Orders of Court, as shown by Schedule A hereto attached, viz:

Mortgages	$71,400.00	
U.S. Gov. Bonds	24,000.00	95,400.00

BALANCE IN HANDS OF TRUSTEE-$71,977.81

DISTRIBUTED TO GEORGE McGUCKIAN, in accordance with the Decree of the Circuit Court for Anne Arundel County to 7/24/47, and affirmed by Court of Appeals of Maryland in #120, October Term, 1947, and being composed of the following assets:

Accounts Receivavle	4,452.00	
Cash	28,545.81	
U.S.Government Bonds(Appreciated value as of 6/29/48)	24,380.00	
Mortgages on Real Estate	14,600.00	
		71,977.81
		213,817.06

WITH Charles F. Lee, Trustee

		Cr.
	CORPUS RECEIPTS	
1933		
Dec. 31	Corpus cash balance on 1/1/34, as shown by Report of Trustee for period 10/25/32 to 12/31/33, finally ratified by Court Order of 4/28/34, after publication of Order Nisi	485.50
1948		
Apr. 15	Receipts from sales of lots, as reported by Trustee during period 1/1/34- 4/15/48	99,085.52
	Receipts from options granted	166.00
	Refunds -taxes paid by purchasers	746.35
	Refunds-miscellaneous, sewer connections, legal services, surveying, etc.	216.23
	Repayment of amounts loaned on mortgages under various Orders of Court (See Schedule A hereto attached)	56,800.00
	Value of investments now in hands of Trustee: as shown by Schedule A aforesaid, viz:	
	U.S.Government bonds (appreciated value as of 6/29/48) $24,380.00	
	Mortgages 14,600.00	38,980.00
	INCOME RECEIPTS	
1933		
Dec. 31	Interest collected on contracts of sale	2,452.93
to	Interest on U.S.Government bonds (series G)	1,725.00
1948	Interest in mortgages	5.010.27
Apr. 15	Rentals	1,902.28
	Miscellaneous receipts-sale of corn, concrete pipe, top soil, rights of way, etc.	1,794.98
	ACCOUNTS RECEIVABLE	
1948		
Apr.15	Balance due from sales of various lots under contracts of sale, as reported by Trustee 6/17/48 (See Schedule B hereto attached)	4,452.00
		213,817.06

J.H.H. No. 67 Equity

SCHEDULE A

STATEMENT OF INVESTMENTS

Date of Order of Court Authorizing Investment	BONDS.	AMOUNT	AMOUNT REPAID	PRESENT VALUE
6/21/39	U.S. Government, Series D.	$ 1,500.00		
6/29/48	Appreciation	380.00		$ 1,880.00
7/24/42	U.S . Government, Series G	5,000.00		5,000.00
4/27/43	U. S. Government, Series G	2,500.00		2,500.00
9/30/43	U. S. Government, Series G	1,000.00		1,000.00
12/2/44	U. S. Government, Series G	4,000.00		4,000.00
2/20/47	U. S. Government, Series G	10,000.00		10,000.00
				$24,380.00
	REAL ESTATE MORTGAGES	$	$	$
7/9/40	David S. Jenkins and Wife	4,200.00		
1943	Paid on account		700.00	
1945	Paid balance in full		3,500.00	
10/16/40	Luther M. Nichols,Widower	4,400.00		
1942	Paid on account		2.600.00	
1944	Paid on account		400.00	
1945	Paid on account		500.00	
1947	Paid balance in full		900.00	
2/21/42	Roland P. Bell and Wife	2,500.00		
1942	Paid on account		250.00	
1943	Paid on account		500.00	
1944	Paid on account		500.00	
1945 Paid	Paid balance in full		1,250.00	
12/15/42	Bessie K. Potter, Widow	3,000.00		
1944	Paid in full		3,000.00	
9/4/43	A. Byron Crisp and Wife	2,500.00		2,500.00
8/11/44	Lawrence C. Phipps and Wife,	6,000.00		
1945	Paid in full		6,000.00	
8/3/44	Fredk W. Akers and Wife	1,500.00		
1945	Paid on account		1,000.00	
1946	Paid balance in full		500.00	
3/29/45	Harry Kenny and Wife	6,000.00		
1945	Paid on account		250.00	
1946	Paid balance in full		5,750.00	
7/10/45	Severn Forest Company	1,000.00		1,000.00
9/19/45	C.A.Beardmore and Wife	3,000.00		
1946	Paid in full			3,000.00
11/19/45	Irving P. Hall and Wife	15,000.00		
4/2/46	Irving P. Hall and Wife	5,000.00		
1947	Paid in full		20,000.00	
7/10/45	Linwood L. Clark and Wife	2,000.00		
1947	Paid in full		2,000.00	

J.H.H. No. 67 Equity

		Amount	Amount repaid	Present Value
9/19/46	J.F. Gomoljak Concrete Pits Company	4,000.00		
1947	Paid on account	200.00	200.00	
	Balance due			3,800.00
10/1/46	Fred'k W. Akers & Wife	1,000,00		
1947	Paid on account	700.00	700.00	
	Balance due			300.00
9/23/46	Leon B.Huntington and Wife	5,000.00		5,000.00
9/13/46	Jos. R. Peake and Wife	3,300.00		
1947	Paid in full		3,300.00	
3/7/47	T. Jordan Dorsey	2,000.00		2,000.00
		$ 71,400.00	$ 56,800.00	$14,600.00

VALUE OF INVESTMENTS HELD BY

TRUSTEE	$	$
Total value of Bonds		24,380.00
Total value of Mortgages, viz:		
A.Byron Crisp and Wife	2,500.00	
Severn Forest Co.	1,000.00	
J.F.Gomoljak Concrete Pits Co.	3,800.00	
Fred'k W. Akers and Wife	300.00	
L. B. Huntington and Wife	5,000.00	
T. Jordan Dorsey	2,000.00	
		14,600.00
Total value of investments		$ 38,980.00

SCHEDULE B

ACCOUNTS RECEIVABLE

BALANCE DUE FROM SALES OF VARIOUS LOTS UNDER CONTRACTS OF SALE, AS FOLLOWS:

Purchaser	Lot Number	Purchase Price	Payments to 4/15/48	Balance Due
David Harris	Lot 26, Parole	$ 500.00	$ 130.00	$ 370.00
Ralph E.Campbell	Lots 1,22,21 and parts of 2,3,20, 19 Block D	3,250.00	2,000.00	1,250.00
James E. Jordan	Lot 31, Parole	450.00	418.00	32.00
Nick G.Cassavetis	Lot 1 Blk F	800.00	700.00	100.00
James C.Dove	Lots 15, 16 Block H	950.00	640.00	310.00
Claude G.Peddicord	Lot 14,Parole	450.00	170.00	280.00
David M. Zell	Lots 11 and 12 Block G	1,300.00	1,250.00	50.00
Wilfred T.Azar	Lots 21 and 22, Block F	1,000.00	500.00	500.00
Eugene W. Cloud	Lots 2 and 3,Block F	1,400.00	975.00	425.00
Eugene W. Cloud	Lots 25 and 26,Block F	1,000.00	210.00	790.00

J.H.H. No. 67 Equity

P. J. Wilkenson	Lot 8, Parole	350.00	255.00	95.00
John Karangelen	Lot 23 F	500.00	250.00	250.00
			Total Balance	$ 4,452.00

with Charles F. Lee, Trustee Cr.

1933		
Dec. 31	Corpus cash balance on 1/1/34, as shown by Report of	
to	Trustee for period 10/25/32 to 12/31/33,finally ratified	
1948	by Court Order of 4/28/34,after publication of Order Nisi	485.50
Apr. 15	Receipts from sales of lots,as reported by Trustee during	
	period 1/1/34 - 4/15/48	99,085.52
	Receipts from options granted	166.00
	Refunds-taxes paid by purchasers	746.35
	Refunds- miscellaneous, sewer connections, legal services,sur-	
	veying, etc.	216.23
	Repayment of amounts loaned on mortgages under various Orders	
	of Court (See Schedule A hereto attached)	56,800.00
	Value of investments now in hands of Trustee, as shown by	
	Schedule A aforesaid, viz:	
	U. S. Government bonds $24,380.00	
	(appreciated value as ot 6/29/48)	
	Mortgages 14,600.00	38.980.00

INCOME RECEIPTS

1933		
Dec. 31	Interest collected on contracts of sale	2,452.93
to	Interest on U..S. Government bonds (Series G)	1,725.00
1948	Interest on mortgages	5,010.27
Apr. 15	Rentals	1,902.28
	Miscellaneous receipts-sale of corn,conrete pipe,top	
	soil, rights of way, etc.	1,794.98

ACCOUNTS RECEIVABLE

1948		
Apr. 15	Balances due from sales of various lots under contracts of sale,	
	as reported by Trustee 6/17/48 (See Secedule B hereto attached)	4,452.00
		213,817.06

Filed July 13, 1948

ORDER NISI

ORDERED, This 13" day of July, 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 14" 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 14" day of August next.

John H. Hopkins, 3rd, Clerk.

Filed July 13, 1948

EXCEPTIONS TO RATIFICATION OF AUDITOR'S REPORT

To the Honorable, the Judges of said Court:

George McGuckian excepts to the ratification of the Auditor's report filed in this

cause and more particularly to that portion wherein allowance is made to Carry W.Gott and Ruby W.Chaney, Administratrices of Winson G. Gott, deceased, for the sum of $599.68, and for a reason states:

That the said claim is more than three years old and is barred by the statute of limitations.

And for other good and sufficient reasons to be given at the hearing hereof.

George B. Woelfel, George McGuckian

Solicitor for George McGuckian.

Filed August 11, 1948

ORDER OF COURT

ORDERED this 14th day of August, 1948, by the Circuit Court for Anne Arundel County, in Equity, that the exceptions be and the same are hereby set down for hearing on the 26th day of August, 1948, at 10 o'clock A.M.

James Clark.

Judge.

Filed August 14, 1948

PETITION TO AMEND EXCEPTIONS,

To The Honorable, the Judge of said Court:

The petition of George McGuckian respectfully shows:

1. That in the statement of the final account an order was passed allowing the Administratrices of Winson G. Gott, deceased, a certain fee in excess of five hundred dollars as their commissions subject to the further order of the Court.

2. That your Petitioner, believing the aforesaid amount appeared in one of the Auditor's accounts or Trustees' accounts, filed an exception on the ground of limitation that the said Winson G. Gott had been dead for more than twenty years and that the claim filed by his Administratrices should not be allowed.

3. That it now appears to your Petitioner that the Court has never allowed the said amount as a commission and the said Winson G. Gott has been dead for more than twenty years.

WHEREFORE, your Petitioner, prays:

1. That an order may be passed by this Honorable Court allowing your Petitioner to amend his exception on the ground of limitations by also adding another exception that there are no commissions due the said Winson G. Gott.

And as in duty bound, etc.,

George B. Woelfel,

Petitioner's Attorney

Filed September 29, 1948

ORDER OF COURT

Upon the aforegoing petition, it is this 30th day of September, 1948, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that leave be and the same is hereby granted unto George McGuckian to make and add any additional causes he may desire in his exception to the allowance of the claim of the Administratrices of Winson G. Gott, deceased.

James Clark,

Judge.

Copy given W. G. Gott,Jr., 9/29/48

Filed 30 September, 1948

EXCEPTIONS TO AMOUNT ALLOWED GEORGE MCGUCKIAN

TO THE HONORABLE, THE JUDGES OF SAID COURT:

George McGuckian excepts to the amount due him under the Auditor's account because said account does not allow him full amount due him.

And as in duty bound, etc.,

George B. Woelfel,

Atty. for Exceptant.

Filed September 30", 1948

AMENDED EXCEPTIONS.

To the Honorable, the Judge of said Court:

The amended exceptions of George McGuckian leave of the Court first being had and obtained, to the allowance of the claim of the Administratrices of Winson G. Gott, deceased, respectfully shows:

1. That this Exceptant denies that there are any commissions due the said Winson G.Gott as per any trustees' account or audit.

2. That any claim now made or any claim now in existence would be over twenty years old and therefore barred by the statute of limitations.

And as in duty bound, etc.,

George B. Woelfel,

Atty. for George McGuckian, Exceptant.

Copy given W. G. Gott, Jr., 9/29/48.

Filed September 30, 1948.

SECOND AMENDED PETITION AND CLAIM OF RUBY W. CHANEY, ET. AL.

ADMINISTRATRICES OF ESTATE OF WINSON G. GOTT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ruby W. Chaney and Carrie W. Gott, Administratrices of the Estate of Winson G. Gott, deceased, respectfully represents:

1. That Winson G. Gott, as one of the executors named in the Will of Thomas McGuckian, served in that capacity, under the jurisdiction of the Orphans' Court for Anne ArundelCounty until his death in July, 1928; and that thereafter, until this Court assumed jurisdiction in the above entitled case, Charles F. Lee, who was joint executor with said Winson G.Gott, managed the Estate of Thomas McGuckian, as surviving executor.

2. That at the time of the death of said Winson G. Gott, there was due to him, as said executor, the sum of Two Hundred and Twenty-six ($226.41) Dollars and Forty-one cents, as his share of the executors' commissions; but that as there were insufficient funds in said McGuckian Estate at that time, said amount was not paid over to your petitioners, and was thereafter overlooked; and that heretofore your petitioners filed a petition with this Honorable Court, claiming the sum of $599.68, which amount they in good faith thought to be due, but since filing said petition have checked the records of the Estate with John E. Popp, an accountant familiar with the McGuckian Estate books, and have ascertained that the correct amount due is $226.41, and herein claim only that amount.

3. That your petitioners, who have been duly appointed and have qualified as Administratrices of the Estate of Winson G. Gott, never received payment of said commission due as aforesaid; there being no funds available from the McGuckian Estate at the time of the death of the said Winson G. Gott.

Wherefore your petitioners pray that this Honorable Court pass an order directing the Court Auditor to allow the aforesaid claim for executor's commissions due Winson G.Gott

subject, however, to all proper exceptions.

And,as in duty bound, etc.

Ruby W. Chaney

Winson G. Gott, Jr., Carrie W. Gott,

Attorney for Petitioners. Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 30th day of September, 1948, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Ruby W. Chaney and Carrie W. Gott, Administratrices of the Estate of Winson G. Gott, deceased, and made oath in due form of law that the matters and facts above set forth are true to the best of their knowledge, information and belief.

Beatrice A. Velenovsky,

(Notarial Seal) Notary Public.

Filed 30 September, 1948

EXHIBIT

INDEX.

	PAGES
Report	1 - 19
Executors First and Final Account	1 - 2
Collections not shown in Account	2 - 3
Recapitulation of Executors Account	3 - 4
Determination of Commissions	4 - 7
Commissions due Estate of Winson G. Gott	5 - 6
Commissions due Mr. Charles F. Lee	6 - 7
Status of Account of Trustees for Mrs. Maggie McGuckian	7 - 8
Payments to Mrs. Maggie McGuckian	8 - 9
"General" Columns in Cash Book	9 - 11
Absence of Appointment of Mr. Gott as Attorney	11
Real Estate held by Trustees of the Estate of Thomas McGuckian,and amounts owing by Purchasers thereof	11 - 13
Income and Expenses,Trustees of the Estate of Thomas McGuckian	13 - 14
Real Estate held by Trustees for Mrs. Maggie McGuckian, and amounts owing by Purchasers thereof	14 - 15
Income and Expenses, Trustees for Mrs. Maggie McGuckian	15 - 16
Income and Expenses, Year 1932	16
Assets and Liabilities,Trustees of the Estate of Thomas McGuckian	17 - 18
Assets and Liabilities,Trustees for Mrs. Maggie McGuckian	18 - 19
Sub-Division of Value of Lots - Spa View	Sch. "A"
Real Estate belonging to Estate of Thomas McGuckian,(May 1,1932)	Sch. "B"
Listing of Collections and Commissions to Trustees, by Years	Sch. "C"
Sub-Division of Cost, Linthicum Farm,Lots Unsold,May 1, 1932	Sch."D"
Statement of Income and Expenses,Estate of Thomas McGuckian, 1921 - 1931, inclusive	Exh. "A"
Statement of Income and Expenses, Trustees for Mrs. Maggie McGuckian, 1921-1931, Inc.	Exh. "B"

Aug. 18, 1932

Mr. Charles F. Lee,
Annapolis, Maryland.

Sir:

I am submitting herewith a re-writing of the books of account of Winson G.Gott and Charles F. Lee, as

(a) Executors under the Will of Thomas McGuckian

(b) Trustees under the Estate of Thomas McGuckian

(c) Trustees for Mrs. Maggie McGuckian of Real Estate known as Linthicum Farm.

The records have been continued without interruption to date, although Mr. Gott died, we are informed, on July 17, 1928.

In the preparation of the records I found it impossible to segregate them as between

(a) Executors under the Will of Thomas McGuckian

(b) Trustees of the Estate of Thomas McGuckian

for the reason that the "First and Final Account" of the Executors, as filed with the Court, was erroneous.

A cursory examination of said "First and Final Account" discloses that the Executors charge themselves with assets of $15,578.32 and credit themselves with disbursements of $14,918.99, leaving a "Balance consisting of assets shown in Inventory unsold" of $659.33. This result is erroneous; it was obtained by eliminating from totals of disbursements certain disbursements, amounting in total to the sum of $5,408.29, shown on the first page of said Account. The inclusion of these additional items serves to increase the disbursements from $14,918.99 to $20,327.28. This amount ($20,327.28) should be decreased by a $1.00 error in the amount of "a/c Garbage Contract Payroll", shown as $4,350.50, whereas said amount should be $4,349.50.

Said account sets forth that of the assets included in the Inventory, amounting in total to the sum of $7,323.43, a portion of such assets, shown at a value of $659.33 were unsold. Inferentially said Account thereby sets forth that assets of a value of $6,664.10 (The difference between $7,323.43 and $659.33) had been sold, and the proceeds of such sale or sales received by the Executors prior to the accounting. As a matter of fact, however, the records disclose that <u>none</u> of said assets (other than four cows sold on November 29, 1921 to W. B. Dorsey for which a note in the amount of $170.00 was received, which note was paid on December 17, 1924) was sold, and no moneys had been received by the Executors from the sale of any of said assets up to the date of said Account (other that the deposit of $613.17 of the $674.43 cash on hand).

The records also disclose that a number of collections had been made by the Executors which were not included in said Account. Certain of these collections should, perhaps,have been included in the account, in accordance with provisions of Article 93, Section 237 of the Code of Public General Laws of Maryland, which reads as follows:

> "The purchase money of land, sold by a decedent and conveyed by his Administrator after his death received by the administrator, shall be returned as a separate debt due the estate of the decedent."

If the Court should hold that the above statute is applicable to executors as well as to administrators, the following collection should have been included in the Account, viz:

Elmer E. Gelhaus & Bro.	$1,270.20
Calvert J. Winter	327.00
W. A. Conrad	1,040.00
Total	$2,637.20

In addition to the items shown above, similar items, collected shortly after the submission of said Account, are as follows:

Calvert J. Winter	$ 103.00
W. A. Conrad -	51.75
Reginald C. Lamb	190.56
Total	$ 345.31

The question as to how the Executors succeeded in paying the claims and expenses, aggregating $20,326.28, now presents itself. In addition to collections hereinbefore mentioned, the Executors sold real estate and received in payment therefor the amounts hereinafter listed, and also borrowed $8,000.00 on a mortgage of real estate. The amounts so received from the sale of real estate are as follows:

John W. Armiger -;	$ 100.00
J. G. Healy and C. M. Carlson	1,772.10
S. Edwin James	675.00
Total	$ 2,547.10

A recapitulation of the Account of the Executors, taking into consideration items hereinbefore mentioned (other than amounts received after the filing of the Account), is as follows:

RECEIPTS

Cash deposited (shown in Inventoru as $674.43-no account as to how difference was expended:).	$ 613.17
Amount received on Garbage Contract (as per account)	6,502.50
Assets collected not included in inventory (as listed in account)	1,752.39
Assets collected not included in Inventory (not listed in account- See paragraph hereof relating to Article 93, Section 237)	2,637.20
Collected through sale of real estate (See preceding Pasagraph	2,547.10
Borrowed on mortgage of real estate	8,000.00
Total Receipts	$22,052.36

DISBURSEMENTS

As hereinbefore mentioned	$20,326.28
Balance Cash on Hand turned over by Executors to themselves as Trustees	$ 1,726.08

(Note: Other items of disbursement, not shown in the Account,are not considered in the above statement).

However, the above statement is incorrect to the extent that the commissions as Executors (including State Tax thereon), as shown in the Account, would have to be increased, there are a number of items of additional disbursements that should appear in in a final account, and it apparently violates a principle of law, viz:

"A decedent's personal estate is ordinarily the primary fund for payment of his debts and the costs of administration. The real estate is applicable after the personalty has been exhausted only".

Bagby's "Maryland Law of Executors and Administrators" - Pages 121-122. See also note 1, page 122.

In accordance with this principle, the personal estate, appraised at $6,649.00 should apparently have been sold before the real estate would have become applicable to the payment of debts.

Instead, no record is available as to the disposition of the personalty appraised, other than (1) the sale of the four cows (unidentified) to W. B. Dorsey, aforementioned, (2) the sale on March 16, 1926, of a horse (unidentified) for $25.00, and (3) the sale for a note in the amount of $150.00 (paid on August 16, 1926 with interest, $4.00) of two unidentified horses.

Under these circumstances, no segregation could be made between the records (1) of the records (1) of the Executors under the Will and (2) the Trustees of the Estate, and, although the transactions with respect to (3) the "Trustees for Mrs. Maggie McGuckian of Real Estate known as Linthicum Farm" have been shown separately, it was impossible to segregate the commissions paid as between the three accounts.

The question now presents itself as to how these commissions are to be divided. It is necessary that this be known in order

(1) to determine that portion applicable to each of the three accounts, and

(2) to determine that portion of total commissions which accrued to Mr.Gott, up to the date of his death.

This question cannot be answered at this time for reasons which will be discussed in this paragraph. Assuming (1) that the rate of commission allowable to the Trustees in both estates is the same as that which the Court allowed to the Executors (the 10% statutory maximum commission on the first $20,000.00 of an estate), (2) that no additional tax on Executors commissions is due the State, and (3) that it should be determined that, notwithstanding the fact that the principle, heretofore discussed, that personal property should be exhausted for payment of debts before applying amounts received from sales of real estate toward such payment, has apparently been violated, the Executors are entitled to commissions on the appraised value of such unsold personalty, but (4) that a second commission, as Trustees, is not allowable on items included in Inventory, collections on the sale of which were later made by the Trustees, the answer can be ascertained. Under these circumstances the commission due the Executors and Trustees as of the date of Mr. Gott's death is ascertained as follows:

Assets of Estate,included in invatory $7,323.43 at 10%		$732.34
Receipts as Executors under the Will of and Trustees of the Estate of Thomas McGuckian,as shown by Cash Book Page 10-From Sale of Real Estate	$ 8,019.23	
From Sale or collection of Other Assets	6,006.17	
Income	6,438.26	
Total Receipts		$20,463.66

J.H.H. No. 67 Equity

Commissions, brought forward			$ 732.34
Total Receipts, brought forward		$ 20,463.66	
Less Receipts, included in above from sale or disposition of items included in Inventory, as follows:			
Cash	$ 613.17		
Sale of 4 cows	170.00		
Sale of 1 horse	25.00		
Sale of 2 horses	150.00	958.17	
Balance at 10%		$ 19,505.49-	1950.55
Receipts as Trustees for Mrs. Maggie McGuckian, as shown by Cash Book page 10-			
From sale of Real Estate		18,893.00	
From Collection of Other Assets		1,061.28	
Income		2,323.21	
Total at 10%		$ 22,277.49 -	2227.75
Total Commissions due Messrs. Gott and Lee			4910.64
Less commissions paid to Messrs. Gott and Lee , to July 17,1928, as per Cash Book, page 46			4457.83
Balance of commissions unpaid			$ 452.81
One-half due Estate of Winson G. Gott			$ 226.41

As of April 29,1932 (to which date the records have been re-written) the the status would be

Assets of Estate included in Inventory $7,323.43 at 10%			$ 732.34
Receipts as Executors under the Will of and Trustees of the Estate of Thomas, as shown by Cash Book, page 15-From sale of Real Estate		$49,322.77	
From sale or collection of Other assets		6,006.17	
Income		7,139.59	
Total Receipts		$62,468.53	
Less Receipts, included in above from sale or disposition of items included in Inventory as follows:			
Cash	$613.17		
Sale of 4 cows	170.00		
Sale of 1 horse	25.00		
Sale of 2 horses	150.00	958.17	
Balance at 10%		$ 61,510.36 -	6151.04
Carried Forward			6883.38
Commissions, brought forward			$ 6,883.38
Receipts as Trustees for Mrs. Maggie McGuckian, as shown by cash Book, page 15			
From sale of Real Estate		$ 21,245.00	
From collection of Other Assets		1,761.28	
Income		4,667.79	

Total at 10%	$ 27,674.07	$ 2.767.41
Total Commissions due Messrs Gott and Lee , , , , , , , ,		$ 9,650.79
Less: Commissions paid as per Cash Book page 51.....	8,707.83	
Commissions due Estate of Mr. Gott as per preceding statement	226.41	8.934.24
Balance of Commissions due Charles F. Lee		$ 716.55

I cannot, however, definitely allocate the commissions as above in the absence of a determination of the correctness of the procedure, and such determination, being a matter of law and equity, is not within my province.

You will note that items shown among receipts in the cash book in column headed "Cr. General" were not included among the items on which commission has been allowed in the above calculations. The first of these columns relates to money borrowed as Trustees of the Estate of Thomas McGuckian, the second to money borrowed as Trustees for Mrs. Maggie McGuckian, and the third includes items of receipts which are entirely offset by disbursements in kind, e. g., checks received, later returned as "N.G.", deposits on lots received , later returned, etc., The largest item is the amount of $1,000.00 received from Norman R. Bell, which belonged, and was later paid, to Mr. George McGuckian.

With respect to the moneys paid to Mrs. Maggie McGuckian, permit me to demonstrate the status of the accounts of the Trustees for Mrs. McGuckian, without consideration of the payments made to her, as of April 29, 1932, but including a 10% commission to Trustees as above set forth.

RECEIPTS.

From sale of Real Estate	$ 21,245.00	
From Sale or Collection of Other Assets	1,761.28	
Income	4,667.79	
Other Receipts	2,500.00	
Total Receipts		$ 30,174.07

DISBURSEMENTS.

Account Improvements to Property	$ 1,168.50	
Account Expenses	18,426.45	
Other Disbursements	15,875.00	
Commissions to Trustees	2,767.41	
Total Disbursements		$ 38,237.36
Overpayment		$ 8,063.29

If the moneys paid to Mrs. Maggie McGuckian (aggregating $5,050.00) are to be considered as having been paid out of the Estate above referred to, the payments on said Estate exceed the receipts by $13,113.29, for which amount the Trustees for Mrs. Maggie McGuckian are liable to the Estate of Thomas McGuckian.

The question then arises as to whether or not any portion of the moneys paid to Mrs. Maggie McGuckian are chargable to the Estate of Thomas McGuckian. This presents certain legal questions, including the following:

(1) Does Mr. McGuckian's Will actually create a trust, i. e.. does its paragraph "FOURTH" when considered with the phrase "not having been previously disposed of by my Executors" from its paragraph "SECOND" imply the creation of a trust which continues through the life of Mrs. Maggie McGuckian?

(2) Does the Will entitle Mrs. Maggie McGuckian to receive only the income from, and use of the property during her life, or is the wording of its paragraph "FIRST" and the phrase, previously quoted from its paragraph "SECOND" intended to give her a greater interest?

(3) Bagby's "Maryland Law of Executors and Administrators," on page 124 states, "The income from the personal estate is subject to the payment of debts if necessary (underscorings supplied). The question arises: Does the income accruing during the period of administration of the Will (the only period during which the receipts of income exceeded expenses) belong to Mrs. Maggie McGuckian or was it necessary to use such income for the payment of debts?

All of these legal questions it is not within my province to answer. If,however, Mrs. McGuckian is entitled only to income, and it should be decided that it was necessary to use income during the period of administration of the Will for the payment of debts, then, since the payments of expenses aggregating $14,921.02 (Cash Book, page 51) exceed the income of $7,139.59 (Cash Book, page 15), there is nothing due to Mrs. Maggie McGuckian from the Estate of Thomas McGuckian, and the Trustees for Mrs. Maggie McGuckian are indebted to the Trustees of the Estate of Thomas McGuckian (subject to the correctness of the commission charge),as aforesaid, in the amount of $13,113.29, as of April 29, 1932.

Again with reference to the Three "Cr. General" Columns shown in the Cash Receipts, it will be noted that there are three similar "Dr. General" Columns among the Cash Disbursements. The total of the first of the "Cr. General" columns (relating to the Estate of Thomas McGuckian) $9,000.00 in amount (see Cash Book, page 15) is exactly offset by the similar "Dr. General" columns (see Cash Book, page 51).

The next "Cr. General" column (relating to Trustees for Mrs. Maggie McGuckian), $2,500.00 in amount (see Cash Book, Page 15) is exceeded by the similar "Dr. General" column, totaling $15,875.00 (see Cash Book, page 51), by the sum of $13,375.00. This latter amount represents payments on account of the mortgage on "Linthicum Farm". The status of this mortgage is as follows.

Balance, December 8, 1922		$ 17,350.00
Less: Payments by persons unknown to the writer, as follows:		
December 8, 1922	$ 25.00	
January 3, 1923	25.00	
February 3,1923	25.00	
March 22,1923	25.00	
April 4, 1923	25.00	
June 9, 1923	25.00	
and payments in this paragraph aforementioned	13,375.00	13,525.00
Balance of mortgage, April 29,1932		$ 3,825.00

The third "Cr. General" column, which covers items concerning neither trust,totaling in amount the sum of $1,506.81 (see Cash Book, page 15) is exceeded by the similar "Dr. General" column, totaling $1,607.99 (see Cash Book, page 51), by the sum of $101.18. Of this sum, $91.18 is owing to the Trustees by Mr. George McGuckian, and $10.00 represents an error of this amount in a deposit of cash on September 22, 1924, said deposit being $10.00 less in amount that the receipts of cash, as shown by the records of the

Trustees.

The amount owing by Mr. George McGuckian relates to his former one-half interest in St. John Street property, and is composed of the following:

Aug. 24, 1922, ½ of check to Evening Capital for advertising	$ 1.54
Feb. 1,1923, Part of check to C.A.Hodges for ½ of 1919 and 1920 taxes	41.22
Mar. 23,1927, ½ of check to County Treasurer for 1924,1925 and 1926 taxes	34.37
Mar. 23, 1927, ½ of check to City Treasurer for 1925 and 1926 taxes ...	11.42
Mar. 23, 1927, ½ of check to W. G. Gott, Attorney for preparing deeds, etc., ...	2.63
Total	$ 91.18

With reference to the item paid W. G. Gott, Attorney, and other similar items, attention should be given to the question of whether, in the absence of the appointment of an Executor or Trustee as Attorney for Executors or Trustees, such Executor or Trustee, so serving, may receive compensation for legal services in addition to his commissions. If appointed by Court Order, he is entitled to additional compensation; if not so appointed, he may not be entitled to it, and, therefore, the amount of Commissions payable may have to be reduced (as also the portion of them to which the Estate of Mr. Gott is entitled) by the amount of any checks issued for legal services. This is a legal question, which it is not within the writer's province to pass upon.

With respect to real estate owned by Mr. McGuckian at the time of his death, it was necessary for the purpose of determining income taxes, to segregate the value of the Spa View tract into parts representing the value of each lot. You stated that the value of the whole tract, including lots sold <u>prior</u> to Mr. McGuckian's death, was, in your opinion, $10,250.00, made up of

Value of whole tract, unimproved	$ 8,000.00
Cost of Grading, Sidewalks, etc., ...	2,250.00
Value, improved	$10,250.00

and that, valued on a front foot basis, the value of the lots between Spa View Avenue and Taylor Street would be worth 70% per front foot of the water front lots, and those between Taylor Street and Spa Road at 60% per front foot. On this basis we have sub-divided the value, and the results are shown on Schedule " A ", herewith submitted, which shows the total value of the lots as $10,248.51 (the slight difference of $1.49 from your valuation of $10,250.00 results from fractions omitted when subdividing). From this amount is deducted the value of lots sold prior to Mr. McGuckian's death (which items in the schedule, bear an asterisk), leaving the net value of the unsold lots of $5,187.14.

The total real estate held by Mr. McGuckian is shown in a Journal Entry on page 75 of the Cash Book, and amounts, including the unsold portion of Spa View, to ..... $ 26,681.37

Add cost of additional purchases as per Cash Book, page 51, column described as "Corpus, Real Property, McGuckian Estate "	10,688.36
Total	$ 37,369.73
Deduct cost of sales, (improvements to Spa View being considered to be on account of sales made in year such improvements were made)..	24,221.67
Balance represents cost of unsold real estate	$13,148.06

The details of the Cost of Sales item ($24,221.67) are shown in the Journal Entries on page 75, as credits to real estate (McGuckian Estate), and this figure ($24,221.67) represents the totals of such credits, made up as follows:

Year 1921	$100.00
Year 1922	1,961.36
Year 1923	345.61
Year 1924	104.72
Year 1925	98.44
Year 1926	1,291.38
Year 1928	262.78
Year 1929	473.84
Carried forward	$4,638.13
Amount brought forward	$4,638.13
Year 1930	179.08
Year 1931	18,828.13
Year 1932	576.33
Total	$24,221.67

The details of the balance, representing cost of unsold real estate, May 1, 1932, ($13,148.06) are shown on Schedule "B". The Journal Entries disclose charges to purchasers of the following:

Year 1921	$ 100.00
Year 1922	2,447.10
Year 1923	2,000.00
Year 1924	750.00
Year 1925	700.00
Year 1926	1,122.13
Year 1928	1,730.00
Year 1929	1,700.00
Year 1930	400.00
Year 1931	37,463.54
Year 1932	2,265.60
Total	$ 50,678.37

The receipts, as shown in Cash Book, page 15, column headed "Cr. Purchasers of Lots, McGuckian Estate", total $49,322.77. The difference between the charges above ($50,678.37) and the credits ($49,322.77), amounting to $1,355.60, represents amounts due by purchasers, as follows:

Walter C. Moss, 32 Academy St.,	180.00
H. L. Eiring and Wife, 7 Smith Avenue	675.00
Samuel Brown and Wife, 27 Academy St.,	500.60
Total	$1,355.60

The profits shown by these Journal Entries are carried to Exhibit "A","Statement of Income and Expenses, McGuckian Estate".

This statement has been prepared for income tax purposes and shows , for each year, in addition to these profits, the other receipts of income (shown in Cash Book, pages 1 to 15, column headed "Income Miscl. McGuckian Estate"), and the expenses (shown in Cash Book, pages 38 to 51, columns headed, respectively, "Dr. Expense to Corpus, McGuckian Estate" and "Dr. Expense to Income, McGuckian Estate") as also, a proportion of the commissions due Trustees, as shown in Schedule "C". All of these receipts and disbursements are shown in the years in which received and paid, and the amount of net income for each year thereby ascertained. Income tax returns should have been filed for the Estate in the year 1922 (in which year gross income exceeded $5,000.00) and the year

1931 (in which year the net income exceeded $1,500.00) Tax is due only for the year 1931. The tax on income for that year, $12,700.44, would be as follows:

		TAX
Exemption	$1,500.00	NONE
Normal tax	4,000.00	60.00
Normal tax	4,000.00	120.00
Normal tax	3,200.44	160.02
Surtax on	12,700.44	27.00
Total tax		$367.02

I do not think the amount of tax, so figured, will be questioned by the Internal Revenue Department, except that they may, at first, be inclined to think that depreciation should have been deducted on the improvements to the "Home Place". Inasmuch, however, as this property was used strictly as a home, depreciation was not deductable in prior years, and therefore, should not be deducted from the cost in ascertaining the amount of profit on the sale.

With respect to Linthicum, the cost of this property should be used, which, you informed me was $29,000.00, made up of an original cost of $26,000.00, and $3,000.00 improvements to the land prior to Mr. McGuckian's death. This cost has been sub-divided and details of it are made up as follows:

Cost of Lots,unsold May 1,1932, as per Schedule "D"	$ 21,755.10
Cost of Section A, sold prior	1,596.00
Cost of Lots sold in 1923 (Journal pg 74)	1,405.60
Cost of Lots sold in 1924 " "	327.40
Cost of Lots sold in 1925 " "	427.50
Cost of Lots sold in 1926 " "	2,804.40
Cost of Lots sold in 1927 " "	228.00
Amount carried forward	$ 28,544.00
Amount brought forward	$ 28,544.00
Cost of Lots sold in 1928 (Journal pg 74)	228.00
Cost of Lots sold in 1930 " "	228.00
Total	$ 29,000.00

It is probable that Schedile "D" is in error to the extent that it may include some lots sold prior to Mr. McGuckian's death. If so, to the extent of the cost of such lots, the total of this schedule should be decreased and the figure above (cost of lots sold prior, $1,596.00) should be increased.

The charges to purchasers for lots sold, as shown by the Journal, page 74, total the following:

Sales in 1923	$ 6,675.00
Sales in 1924	1,400.00
Sales in 1925	1,800.00
Sales in 1926	9,950.00
Sales in 1927	950.00
Sales in 1928	800.00
Sales in 1930	1,000.00
Total	$22,575.00

The difference between the above figure ($22,575.00) and the receipts as shown in Cash Book, page 15, in column headed "Cr. Purchasers of Lots, Linthicum", totaling $21,245.00, amounts to $1,330.00, which was owing on April 29, 1932 by

Charles McNalley	$ 435.00
C. S. Larimer	895.00
Total	$1,330.00

The profits represented by the Journal Entries are carried to Exhibit "B","Statement of Income and Expenses, Trustees for Mrs. Maggie McGuckian". This statement, also prepared for income tax purposes, shows,in addition to these profits, the other receipts of income (shown in Cash Book, Pages 1 to 15, column headed "Income Miscl. Linthicum"), and the expenses (shown in Cash Book, pages 38 to 51, column headed "Dr. Expenses, Linthicum"). There is also

included a loss of $468.50 on the barn which was constructed by the Trustees at a cost of $1,168.50 and later burned, as also the proportion of commissions due Trustees as shown in Schedule "C".

From Exhibit "B" it will noted that income tax returns should have been filed in 1923 (in which year the gross income exceeded $5,000.00) and in 1926 (when the net income exceeded $1,500.00. A tax was due for the latter year as follows:

Income	$5,016.79
Less Exemption	1,500.00
Balance	$3,516.79
Normal tax at 1½%	52.75

During 1932 (to May 1st) Linthicum has had a net loss (not shown on Exhibit "B") made up of the following:

Income,Miscellaneous (see Cash Book page 15)		
$4,667.79 less $4,492.58		$ 175.21
Less Expenses (see Cash Book page 51)		
$18,426.45 less $18,251.38	$175.07	
Proportion of Trustees Commissions (Schedule "D")	35.53	210.60
Loss for period		$ 35.39

In the McGuckian Estate the income for the same period may be ascertained as follows:

Profit on Sale of Lots (see Journal page 75)		$ 1,689.27
Income,Miscl-Rental,Spa View Gun Club		30.00
Income,Miscl-Refund portion 1932 taxes (Stevens)..		1.18
Total		$ 1,720.45
Less:Disbursements- Cash Book pages 50 and 51		
Column headed "Expenses Corpus $116.14 less $109.14	$ 7.00	
Column headed,"Expenses Income" $14,921.02 less $14,892.47	28.55	
Proportion of Trustees Commissions (Schedule "D")	155.12	190.67
Income for period		$ 1,529.78

The income for the respective trusts, as shown in Exhibits "A" and "B", and as described for the period in 1932 in the preceding paragraphs, is recapitulated as follows:

	ESTATE OF THOS McGUCKIAN		TRUSTEES FOR MAGGIE McGUCKIAN	
	Net Income	Net Loss	Net Income	Net Loss
1921		555.12	15.53	
1922	647.30			105.42
1923	630.45			232.47
1924		505.08		81.00
1925		376.86	245.80	
1926		1,277.37	5,016.79	
1927		1,092.56		515.10
1928	740.31			475.77
1929	408.17			1,107.03
1930		537.19	447.39	
1931	12,700.44			3,241.80
1932	1,529.78			35.39
Totals	$16,656.45	$4,344.18	$5,725.51	$ 5,793.98
Less: Losses	4,344.18			
Total Net Income	$12,312.27			
Less: Income				5,725.51
Total Net Loss				$ 68.47

It should be noted that the net income of $12,312.27 of the Estate of Thomas McGuckian is <u>not</u> income to which a life tenant is entitled under the laws of Maryland. This net income is entirely represented in the profits from sale of lots, which, while subject to Federal income taxes, accrues to the corpus of an estate and not to the life tenant.

The net assets of the Estate of Thomas McGuckian as shown by the records with which this report is submitted, as of the date of McGuckian's death (eliminating the

unsold personal property included in the inventory, which could not be definitely ascertained,) is as follows:

Real Estate (See Journal page 75)		$26,681.37
Personal Property (see Cash Book page 15)		
Corpus headed "Cr.Corpus Miscel,McG. Est.		6,006.17
Total Assets		$32,687.54
Less: Liabilities (see Cash Book page 51)		
Column headed "Dr.Corpus Miscel McGuckian Estate"	$16,362.32	
Commissions of Executors and Trustees on unsold Personal Property	636.52	
See footnote Schedule "C"		
Total Assets brought forward		$32,687.54
Less: Total Liabilities (Brought forward)		16,998.84
Net Assets		$15,688.70

Taking into consideration the Income, amounting to $12,312.27 shown on page 17, preceding, the net assets as of April 29, 1932, should be $28,000.97 (the total of $15,688.70 and $12,312.27).

A statement of the assets and liabilities as of that date, disclosing net assets of that amount, is shown below:

Cash in Bank		
Receipts as per Cash Book page 15.	$ 103.149.41	
Disbursements Cash Book page 51	101,923.61	1,225.80
Real Estate, as per Schedule "B"		13,148.06
Owing by Trustees for Mrs. Maggie McGuckian See this report, page 8		13,113.29
Owing by Purchasers of Lots, See this report,page 13 .		1,355.60
Owing by George McGuckian on account of St.John Street Property (see this report page 10)		91.18
Owing by person unknown-error in deposit of September 22,1924,(see this report page 10)		10.00
		$ 28,943.93
Less: Liabilities:		
Unpaid Commissions as Executors and Trustees Estate of Winson G. Gott (see this report page 6)	$ 226.41	
Charles F.Lee (see this report page 7)	716.55	942.96
Net Assets, as above , , , , , , , , , , , , , , , , ,		$ 28,000.97

The net assets of Trustees for Maggie McGuckian as of the date trust was created are as follows:

Real Estate (see this report pages 14 and 15)		$ 29,000.00
Less: Previously sold		1,596.00
		$ 27,404.00
Owing by George D. Newman		150.00
Owing by George L. Wohlgemuth		911.28
Total Assets		$ 28,465.28
Less Liabilities:		
Owing to Owings Bank - Mortgage (See this report page 10) $17,350.00 less 6 x $25.00		17,200.00
Net Assets		$11,265.28

Taking into consideration the loss since that date (see this report page 17), $68.47, the net assets have been reduced from $11,265.28 to $11,196.81. A statement of assets and liabilities as of April 29, 1932, discloses this result, follows:

ASSETS

Real Estate, as per this report page 14	$21,755.10
Owing by Mrs. Maggie McGuckian(See Cash Book page 51, column headed "Dr. Mrs. McGuckian")	5,050.00
Owing by Purchasers of Lots (See this report page 15)	1,330.00
Total Assets	$28,135.10

LIABILITIES

Owing to Trustees of Estate of Thomas McGuckian, as per this report page 8. (Also shown in Statement of Assets and Liabilities of Trustees of Estate of Thomas McGuckian, as per this report page 18)	$ 13,113.29	
Owing to Owings Bank Balance of mortgage, as per this report page 10	3,825.00	$ 16,938.29
Net Assets, as above		$ 11,196.81

Respectfully submitted

Certified Public Accountant.

SCHEDULE "A"

SUBDIVISION OF VALUE OF LOTS SPA-VIEW

SPA-VIEW AVENUE (Section A)

Lots 1 to 3, inclusive Lots 5 to 13, inclusive	$ 1,728.03°
Lot 4	112.47°

SPA VIEW VAENUE (Section B)

Lots 1 and 2	204.50
Lots 3 to 6, inclusive	409.00°
Lot 7	102.25

SPA-VIEW AVENUE (Revised Plat)

Lot 1	92.02
Lot 2	122.70
Lot 14	81.80
Lot 15	61.35
Lots 18 and 19 . Sold 19 1927 . 61.35 ...	122.70

GRANADA STREET

Lots 8 to 11, inclusive	409.00
Lots 35 to 42, inclusive . Sold Lot 42 - 1937 . .	608.39

TAYLOR STREET

Lot 1	66.46
Lots 2 to 6, inclusive	286.30
Lot X (a)	29.72
Lot X (b)	19.81
Lot X (c)	17.04
Lot X (d)	35.68
Lots 7 to 16, inclusive	608.38°

ACADEMY STREET

Lots 17 to 26, inclusive	608.39°
Lot 27	92.03
Lots 28 to 33, inclusive Sold Lot No - 1937 ...	429.45
Lot 34	102.25

GLANVILLE AVENUE

Lot 1	61.35
Lots 2 to 5, inclusive	196.32
Lot 6	61.35
Lots 7 to 9 inclusive	147.24
Lot 10	71.57

BRANCH STREET

Lots 4 and 5	98.16
Lot 6	61.35
Lots 27 to 34, inclusive GERMAN STREET Lots 8 to 26, inclusive SPA ROAD Lots 1 to 7, inclusive	1,595.10°

SCHEDULE "A" (Cont'd)

Amount brought forward	$ 8,642.16

SMITH AVENUE

Lot 3	204.50
Lots 4 and 5	143.15
Lots 6 and 7	163.60
Lots 8 to 10, inclusive	214.72
Lot 11	102.25

GREENFIELD AVENUE

Lots 12 and 13	163.60

(Greenfield Ave) Cont.

Lots 16 and 17	122.70
Lot 20	61.35
Lot 21	71.58
Lot 22	102.25
SPA AVENUE	
20 Garage Lots	102.25
Lots 1 and 2	98.16
Lot 3	56.24
Total	$10,248.51
Less: Value of lots sold prior to death (total of items bearing °)	5,061.37
Value of unsold lots at time of death	$ 5,187.14
Lot 34	102.25

LISTING OF REAL ESTATE SCHEDULE "B"

GLANVILLE AVENUE

Lot 6	61.35
Lot 7 belonging to	49.08
Lot 8	49.08
Loy 9 ESTATE OF THOMAS McGUCKIAN	49.08
Lot 10	71.57

Owned on May 1, 1932

BRANCH STREET

Lot 4	49.08

	VALUE
SPA VIEW AVENUE (Section B)	
Lot 2 Sold	102.25
Lot 6	61.35
SPA VIEW AVENUE (Revised Plat)	
Lot 1	92.02
Lot 2 Sold	122.70
Lot 15 Sold	81.80
Lot 18	61.35
Lot 19 1932 - Sold to Sidelines Sold	61.35
GRANADA STREET	
Lot 8	102.25
Lot 9	102.25
Lot 10	102.25
Lot 11	102.25
Lot 36	71.58
Lot 37	71.58
Lot 38	71.58
Lot 39	71.57
Lot 40	71.57
Lot 41	71.57
Lot 42	92.03
ACADEMY STREET	
Lot 28	71.58
Lot 29	71.58
Lot 30	71.57
Lot 31	71.57
Lot 33	71.57
Lot 34	102.25
GLANVILLE AVENUE	
Lot 6	61.35
Lot 7	49.08
Lot 8	49.08
Lot 9	49.08
Lot 10	71.57
BRANCH STREET	
Lot 4	49.08
Lot 5	49.08
Lot 6	61.35
SMITH AVENUE	
Lot 3	204.50
Lot 4	71.57
Lot 5	71.58

SCHEDULE "B" (Cont'd)

Amount brought forward	$ 2,699.39
SMITH AVENUE (Continued)	
Lot 6	81.80
Lot 7	81.80

SMITH AVENUE (continued)	
Lot 8	71.57
Lot 9	71.57
Lot 10	71.58
Lot 11	102.25
GREENFIELD AVENUE	
Lot 12	81.80
Lot 13	81.80
Lot 16	61.35
Lot 21	71.58
Lot 22	102.25
SPA AVENUE	
Lot 1	49.08
Lot 2	49.08
Lot 3	56.24
Total, Spa View	$3,733.14

NEW HOME PLACE:		
April 24, 1931	$ 1,000.00	
May 8, 1931	131.67	
June 26, 1931	2,095.23	
June 26, 1931	5,063.02	
August 3,1931	385.00	
August 18,1931	740.00	9,414.92
Total Real Estate Owned		$13,148.06

SCHEDULE C

LISTING OF COLLECTIONS AND COMMISSIONS TO TRUSTEES

(on basis of 10%) BY YEARS.

	Collections Estate	Commissions ESTATE	COLLECTIONS Linthicum	COMMISSIONS LINTHICUM
Year 1921	$ 3,360.67	$ 336.07	$ 17.25	$ 1.72
Year 1922	10,698.48	1,069.85	155.80	15.58
Year 1923	1,907.52	190.75	5,665.28	566.53
Year 1924	1,129.49	112.95	1,409.00	140.90
Year 1925	899.06	89.91	1,089.00	108.90
Year 1926	1,378.89	137.89	11,293.84	1,129.38
Year 1927	9.55	.95	2,337.32	233.73
Year 1928	1,516.87	151.69	1,513.11	151.31
Year 1929	2,174.96	217.49	2,025.55	202.55
Year 1930	503.27	50.33	1,118.96	111.90
Year 1931	37.338.59	3,733.86	693.75	69.38
May 1, 1932	1,551.18	155.12	355.21	35.53
Personalty	--	636.52°	.--	---
Totals	$62,468.53	$ 6,883.38°°	$27,674.07	$2,767.41°°°

Purchasers- Lots	$49,322.77	$21,245.00
Corpus- Miscl.	6,006.17	1,761.28
Income-Miscl.	7,139.59	4,667.79
Totals Cash Bank	$62,468.53	$27,674.07

° on Inventory	$ 732.34
Less on Subsequent Sales (See report page 6 ..$958.17	95.82
Balance, as above	$ 636.52

°° See figure, marked "Commissions, brought forward" at top of page 7 of this Report.

°°° See figure, immediately below item referred to in preceding note.

LINTHICUM SCHEDULE "D"

SUB-DIVISION OF COST

LOTS UNSOLD, MAY 1, 1932.

Section	Lot	Amount	Section	Lot	Amount	Section	Lot	Amount
B	10	$ 114.00	F	1	$ 50.16	H	5	$ 22.80
	11	114.00		2	45.60		6	22.80
	12	114.00		3	45.60		7	22.80
	13	114.00		4	45.60		8	25.08
	14	125.40		5	45.60		9	25.08
				6	45.60		10	22.80
C	3	228.00		7	45.60		11	22.80
	4	228.00		8	45.60		12	22.80
	5	228.00		9	45.60		13	22.80
	6	228.00		10	45.60		14	22.80
	7	250.80		11	45.60		15	22.80
	8	125.40		12	57.00		16	25.08
	9	114.00		13	28.50			
	10	114.00		14	22.80	I	1	25.08

J.H.H. No. 67 Equity

Section	Lot	Amount
C	11	$ 114.00
	12	114.00
D	1	456.00
	2	228.00
	3	228.00
	4	228.00
	5	228.00
	18	114.00
	19	114.00
	20	114.00
	21	114.00
	22	114.00
E	1	250.80
	2	228.00
	3	228.00
	4	228.00
	5	228.00
	6	228.00
	7	228.00
	8	228.00
	9	228.00
	10	228.00
	14	114.00
	15	114.00
	16	114.00
	17	114.00
	18	114.00
	19	114.00
	20	114.00
	21	114.00
	22	114.00
	23	114.00
	24	125.40

Section	Lot	Amount
F	15	$ 22.80
	16	22.80
	17	22.80
	18	22.80
	19	22.80
	20	22.80
	21	22.80
	22	22.80
	23	22.80
	23	22.80
	24	25.08
G	1	50.16
	2	45.60
	3	45.60
	4	45.60
	5	45.60
	6	45.60
	7	45.60
	8	45.60
	9	45.60
	10	50.16
	11	25.08
	12	22.80
	13	22.80
	14	22.80
	15	22.80
	16	22.80
	17	22.80
	18	22.80
	19	34.20
H	1	25.08
	2	22.80
	3	22,80
	4	22.80

Section	Lot	Amount
I	2	$ 22.80
	3	22.80
	4	22.80
	5	22.80
	6	22.80
	7	22.80
	8	25.08
	9	25.08
	10	22.80
	11	22.80
	12	22.80
	13	22.80
	14	22.80
	15	22.80
	16	25.08
J	1	22.80
	2	22.80
	3	22.80
	4	22.80
	5	22.80
	6	22.80
	7	22.80
	8	22,80
	9	22.80
	10	22.80

SCHEDULE "D" (Cont'd)

Section	Lot	Amount
No. 1	1	$206.80
	2	188.00
	3	188.00
	4	206.80
	5	206.80
	6	188.00
	7	188.00
	8	188.00
	9	188.00
	10	188.00
	11	188.00
	12	282.00
	13	94.00
	14	37.60
	15	37.60
	16	37.60
	17	37.60
	18	37.60
	19	37.60
	20	37.60
	21	37.60
	22	94.00
	23	37.60
	24	37.60
	25	37.60
	26	37.60
	27	37.60
	28	37.60
	29	37.60
	30	94.00
	31	37.60
	32	37.60
	33	37.60
	34	37.60
	35	37.60
	36	37.60
No. 2	1	22.00
	2	22.00
	3	22.00
	4	22.00
	5	22.00
	6	22.00
	7	22.00
	8	22.00

Section	Lot	Amount
No. 2	9	$ 22.00
	10	22.00
	11	22.00
	12	22,00
	13	22.00
	14	22.00
	15	22.00
	16	22.00
	17	22.00
	18	22.00
	19	22.00
	20	22.00
	21	22.00
	22	22.00
	23	22.00
	24	22.00
	25	22.00
	26	22.00
	27	22.00
	28	22.00
	29	22.00
	30	22.00
	31	22.00
	32	22.00
	33	22.00
	34	22.00
	35	22.00
	36	22.00
	37	22.00
	38	22.00
	39	22.00
	40	22.00
	44	22.00
	45	22.00
	46	22.00
	53	22.00
	60	22.00
	61	22.00
	62	22.00
	63	22.00
	64	22.00
	65	22.00
	66.	22.00
	67	22.00
	68	22.00
		250.00
		6,502.72
		$ 21,755.10

School Lot
Balance of Farm

STATEMENT OF INCOME AND EXPENSES

ESTATE OF THOMAS McGUCKIAN

EXHIBIT "A"

RECEIPTS	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931
INTEREST	38.00	156.04	66.96	36.29	19.46	14.16	9.55		49.70		40.82
PROFIT FROM SALE LOTS		485.74	1,654.39	645.28	601.56	169.25*		1 467.22	1,226.16	220.92	18,635.41
GARBAGE CONTRACT	1 445.00	4 335.00									
HIRE OF TEAMS	132.40										
MISCEL INCOME		35.00									
WATER RENTS				53.20	29.60	67.60		336.87	243.60	13.27	
TAXES									1.66		4.23
TOTAL INCOME	1 615.40	5.011 78	1,721.35	734.77	650.62	87.49*	9.55	1 804.09	1 521.12	234.19	18 680.46
EXPENSES											
PAY ROLL GARBAGE CONT	1 620.50	2 489.00									
BLACKSMITHING	193 64	96.25									83.06
LABOR	15.50										
WATER RENT PAID	4.81	74.53	91.00	126.77	175.50	190.00	190.00	340.39	212.80	14.00	
INTEREST PAID		561.81	585.00	624.00	564.00	747.74	558.00	558.00	498.00	483.50	745.30
TAXES			18.69	34.14	63.72	58.45	204.73		160.16	199.15	1 045.45
MISCEL EXPENSES		2.50	3.15	2.50	10.00		.68	11.20		8.40	25.00
LEGAL EXPENSES		29.25	4.80			22.30	.75		17.50	12.50	15.75
LEGAL CORPUS		39.75	24.27	10.00		7.50	2.62	2.50	7.00	3.50	12.00
INSURANCE			58.65	24.20	124.35	26.00	144.38				189.28
ADVERTISING		1.54									
REPAIRS TO PROPERTY			114.59	305.29							
SURVEYING											130.32
TRUSTEES COMMISSION	336.07	1 069.85	190.75	112.95	89.91	137.89	.95	151.69	217.49	50.33	3 733.86
TOTAL EXPENSES	2 170.52°	4 364.48	1 090.90	1 239.85	1 027.48	1 189.88	1,102.11	1 063.78	1 112.95	771.38	5,980.02
NET INCOME OR LOSS	555.12°	647.30	630.45	505.08°	376.86°	1 277.37°	1,092.56°	740.31	408.17	537.19°	12 700.44

* ° REPRESENTS LOSS.

STATEMENT OF INCOME AND EXPENSES
TRUSTEES FOR MRS. MAGGIE McGUCKIAN

EXHIBIT "B"

INCOME	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931
INTEREST	17.25	5.80			11.00	35.34	15.38	232.53	124.50	422.56	97.75
FORFEITS & OPTIONS			115.00	60.00	5.00	12.82	25.00	55.00	270.00		
PROFITS FROM SALE LOTS			5 269 40	1 072.60	1,372.50	7,145.60	722.00	572.00		772.00	
RENTALS FROM SIGNS				10.00	35.00	57.50	35.00	35.00	45.00	121.00	56.00
FROM SALE OF PROFITS						1 080.18	641.94	541.58	341.85	35.40	
TOTAL INCOME	17.25	5.80	5 384,40	1 142.60	1,423.50	8 331.44	1 439.32	1 436.11	781.35	1 350.96	153.75
EXPENSES											
SURVEYING		95.64	41.64	20.00	15.00	15.00	75.68	75.00	30.00		210.32
INTEREST PAID			2 789.90	1 021.20	999.75	905.00	768.00	732.00	701.87	688.50	328.50
TAXES			2,116.80			920.20	686.45	669.25	522.25	48.77	2,654.57
LEGAL EXPENSE			24.00	14.50		29.60	7.50		32.00	46.00	11.75
ADVERTISING			46.50	27.00		12.00					
INSURANCE			29.00		54.05	76.18	40.00	31.00	16.55		62.80
MISCEL EXPENSES			2.50						10.00	8.40	2,00
SEEDS & FERTILIZER						180.93	84.64	185.01	15.90		56.23
COMMISSIONS PAID						16.00					
REPAIRS TO PROPERTY						15.75		9.88	20.22		
DEPRECIATION ON BARN						14.61	58.42	58.43			
TRUSTEES COMMISSION	1.72	15.58	566.53	140.90	108.90	1 129.38	233.73	151.31	202.55	111.90	69.38
FIRE LOSS									337.04		
TOTAL EXPENSES	1.72	111.22	5 616.87	1 223.60	1,177.70	3,314.65	1,954.42	1,911.88	1,888.38	903.57	3,395.55
NET INCOME OR LOSS	13.53	105.42*	232.47*	81.00*	245.80	5,016.79	515.10*	475.77*	1,107.03*	447.39	3 241.80*

* REPRESENTS LOSS

J.H.H. No. 67 Equity

CERTIFIED COPY INVENTORY PERSONAL ESTATE OF THOMAS McGUCKIAN, Deceased.

THE STATE OF MARYLAND

To Wm.H. Moss)
and) GREETING:
Joseph W. Duvall,)

THIS IS TO AUTHORIZE YOU JOINTLY to appraise the Goods, Chattels and Personal Estate of Thos. McGuckian late of Anne Arundel County, deceased, so far as the same 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 goods, chattels and personal estate by you appraised in dollars and cents; and in the said Inventory you are to set down in the column or columns opposite to each article the value thereof.

(SEAL) WITNESS: Geo. W. Hyde Esquire, Chief Justice of the Orphans' Court for Anne Arundel County, this 20th day of September in the year of our Lord one thousand nine hundred and twenty-one.

Test: Odin B. Duckett,
Register of Wills for Anne Arundel County.

WE, Wm. H. Moss and Joseph W. Duvall do swear, that we will well and truly, without prejudice or partiality, value and appraise the goods, chattels and personal estate of Thomas McGuckian, late of Anne Arundel County, deceased, so far as the same shall come to our sight, and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment, so help us God.

William H. Moss
Jos. W. Duvall
Appraisers

I HEREBY CERTIFY, That the aforegoing oath was taken and subscribed to by the said Wm. H. Moss and Joseph W. Duvall, before the undersigned, Register of Wills of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 21st day of Sept. in the year of our Lord one thousand nine hundred and 21.

Oden B. Duckett, Register of Wills
for Anne Arundel County.

A TRUE AND PERFECT INVENTORY of all and singular, the goods, chattels and personal estate of Thomas McGuckian, late of Anne Arundel County, deceased, appraised by us, the subscribers, Wm. H. Moss and Joseph W. Duvall jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraise, and Certificate therein annexed.

Personal property at Linthicum place.

1 Lot of wire 10.00, 1 Hay leader 25.00 - 1 Box of iron 1.00	36.00
1 Automobile 100.00-110 Pieces of Terra Cotta Pipe 44.00	144.00
1 Harrow 8.00 -1 Iron Pot $3.00- 1 lot of Junk at corn house 2.00	13.00
1 Disc 10.00 - 1 Potato Planter 10.00 1 Sulky Cultivator 5.00	25.00
1 Fertilizer Drill 20.00 - 1 Horse Cart 20.00 - 1 Horse cart 3.00 -	43.00
1 Plow 5.00 - 2 Cultivators 2.00 - 1 Menure Spreader 5.00	12.00
1 Potato Digger 35.00 - 1 Indiana Tractor 500.00 - 1 Saw 10.00	545.00

J.H.H. No. 67 Equity

1 Double Wagon 50.00- 1 Horse Cart 15.00- 1 Hay Wagon 25.00	90.00
1 Lot of harness at Stable 5.00 - 1 Cultivator .50- 9 stacks of hay at 20.00 per stack 180.00)	185.50
1 Patch of Potatoes 50.00-1 Pair of mules (Reck and John)	250.00
1 Double Plow 10.00 - 1 Double Set of Harness 5.00	15.00
1 Pair of Mules (Dick and Jack) 200.00 - 1 Double Harness 5.00	205.00
1 Double plow 8.00- 1 Double trees 3.00 - 8 Acres of Corn 160.00	171.00
6 Acres of Corn 120.00- 6 Acres of corn (net cut) 60.00	180.00
3 Cows (Fresh) at 45.00 dollars each 135.00- 1 Cultivator 1.00	136.00
1 Gray Horse 125.00- 1 Pair of mules (Mutt and Jeff) 160.00	235.00
15 Hefers at 40.00 dollars each 600.00 - 1 Calf 20.00	620.00
1 Stump Puller 75.00 - 1 Single tree .50 1 Hay Body 2.00	80.50
1 Sulky Plow for tractor 35.00 - 1 Double trees 3.00	38.00
	3074.00

Personal property at Home place

20 tons of Alfafa hay @ t 25.00 dollars per ton	500.00
1 Road Machine 100.00 - 1 Dump Wagon 50.00- 1 Old mower 2.00	152.00
1 Old rake 2.00 - 1 Pile of Junk 2.00 - 1 Old corn planter 2.00	6.00
1 Wagon 5.00 - 1 Old wagon 2.00 - 1 Cement mixer 300.00	307.00
1 Hay Press 200.00 - 1 Old Wagon 2.00 - 1 Disc 20.00	222.00
1 Mowing machine 40.00 - 1 Hay rake 10.00 - 1 Lot of Junk 2.00	52.00
1 Grindstone 2.00 - 1 lot of tile 12.00 - 1 Lot of Junk 2.00	16.00
1 Anvil 2.00 - 1 Spring tooth harrow 5.00 - 2 Garbage wagon 150.00	157.00
2 Garbage wagons 100.00- 1 Cow 45.00 - 2 mules (Jack and Coley) 200.00	345.00
1 Horse (Harry) 100.00 - 4 sets of double harness 80.00	180.00
1 Pair of mules 300.00 - 1 Pair of mules 200.00- 1 Hupmobile 800.00	1300.00
1 Incubator 10.00 - 1 Barrel of oil 5.00 - 2 wheelbarrows 5.00	20.00
1 Lime drill 10.00- Surveyers Instrument 10.00	20.00
3 Acres of Potatoes 100.00 1old Cleveland tractor 50.00	150.00
1 Old rake 2.00 - 1 wagon at blacksmith- 15.00-1 Scoop 3.00	20.00
1 Side delivery rake 25.00- 1 Hay Tetter 3.00- 1 Stallion 100.00	128.00
	6649.00

To amount due on garbage contract, 9 months at 722.50 per month $6502.50

WE, THE SUBSCRIBERS, DO CERTIFY that the aforegoing is a true and just Inventory, and valuation of all and singular, the goods, chattels, and personal estate of the said Thomas McGuckian, deceased, so far as the same have come to our sight and knowledge; and as valued and appraised by us, in dollars and cents, according to the best of our skill and judgment.

IN TESTIMONY OF ALL OF WHICH, we hereunto subscribe our names and affix our seal this 23rd day of Sept. 1921.

William H. Moss (SEAL)

Jos. W. Duvall (SEAL)

Appraisers.

Amount of appraisement as above $6649.00

Cash in the house at time of deceased'd death, None

Cash in banks at time of deceased's death 674.43

Whole amount of Inventory, $7323.43

Test:

Winson G. Gott

Charles F. Lee

ANNE ARUNDEL COUNTY, ss:

On the 27th day of September, 1921, came Charles F. Lee and Winson G. Gott, Executors of Thomas McGuckian, deceased, and made oath in due form of law, that the foregoing is true and perfect Inventory of all and singular the Goods, Chattels and Personal Estate of the said deceased, that have come to their hands, knowledge or possession at the time of making thereof that what has since, or shall hereafter come to their hands, knowledge, or possession, they will return in an additional Inventory, that they know of no concealment, nor suspect any to be, and if they should hereafter discover any concealment, or suspect any to be; they will make the Register of Wills for Anne Arundel County acquainted therewith, that the same may be inquired into according to law.

Sworn to before the subscriber.

Test: Oden B. Duckett,

Register of Wills for Anne Arundel County.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY

I, R. GLENN PROUT, Register of Wills, and by Law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Inventory of Personal Estate of Thomas McGuckian, late of said County, deceased, taken from the Original, which is one of the records filed, recorded and Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 23rd day of December, in the year of our Lord, nineteen hundred and forty-eight.

(SEAL)

R. Glenn Prout,

Register of Wills for Anne Arundel County.

Not filed.

IN THE MATTER OF THE	:	No. 6400 EQUITY
TRUST ESTATE OF	:	IN THE CIRCUIT COURT
THOMAS McGUCKIAN,	:	FOR
DECEASED	:	ANNE ARUNDEL COUNTY.

SUPPLEMENTAL BRIEF

As stated in the brief heretofore prepared, George McGuckian took a fee simple estate in the remainder. This fee simple was vested in him upon the death of the testator. It was subject to be divested by the exercise of the power vested in the executor and also subject to be divested by the death of George McGuckian prior to the death of the life tenant, but to the extent that the executor failed to exercise the power, the remainder became indefeasibly vested in George McGuckian upon the death of the life tenant. As George McGuckian outlived the life tenant, the other condition of defeasibility, namely, in regard to his own children is now void, and George McGuckian takes independently of this condition.

In the event that the executors sold any of the estate during the lifetime of the widow this part would also finally vest in intestacy in George McGuckian as surviving next of kin. If the executors attempted to sell anything after the death of the widow, their sale was void. But here again, if such sales were left uncontested, the proceeds

would belong to George McGuckian as surviving next of kin.

The cases of Frederick v. Cisco, 72 Md., 393, 394-395 and Kniesley v. Kniesley, 134 Md. 469, cited in the original brief control the interest of George McGuckian. In the Cisco case, 72 Md. 395, the Court said:

> "The will clearly gave a legal estate for life to the widow with legal estates in remainder to his children".

George McGuckian in our case stands in the same position as the children in the Cisco case, and he takes a legal estate in remainder which was subject to be divested by the exercise of the power by the executor, But, as stated, even if the power were exercised, the proceeds would still go to him as surviving next of kin.

This last point is clearly indicated by the Kniesley case, 134 Md. 469, where the Court said that in event of a power of sale in the executor and in the event there no devisees named to take the remainder, then before the exercise of the power of sale, the freehold descends to the heirs at law who are entitled to the profits until the sale is made.

In our case the will gave George McGuckian the remainder. So he took as remainderman until the exercise of the power. But as he is also the surviving next of kin, then in the event of a sale, the proceeds go to him as such next of kin.

Tt is unnecessary to consider whether the proceeds of the sale shall be regarded as real or personal property, inasmuch as George McGuckian would as next of kin be entitled to the same in either character.

See on the question of intestacy: Riser vs Perry, 58 Md. 112; Magruder v. Peter, 4 G. & J. 323, 328-331.

As between George McGuckian and his children, the property is definitely given to him outright. It was to be divested only in the event that he predeceases the widow. In the recent case of Ryan v. Herbert, 124 October Term, 1945, Court of Appeals of Maryland, Daily Record May 27, 1946, the testator gave the income of certain property as follows: "In the event of the death of any of my children above named during the continuance of this trust, without leaving issue him or her surviving the income herein given to the child so dying without issue living at his or her death shall be divided equallyamong his or her surviving brothers and sisters annually during the continuance of this trust. And in the case of the death of any one of my said children during the continuance of said trust leaving issue him or her surviving, the income of the share of the one so dying shall go to and become the property of his or her child if only one, or children, if more than one, equally share and share alike.

In reference to the above sentences of clause 10 of the will, the Court states clearly that in the event of a child leaving issue, the income during the term of the trust became absolutely vested in such surviving child so that during the term of the trust he could sell or assign the income without hindrance from any child or children he himself might have. In other words, the income became vested in such child to the exclusion of any children he might himself have. The Court (Marbury, Ch. J.) said:

> "The testator took care of his children, and those who would be entitled as their descendants at the times of their respective deaths, but he did not seek to go further. He made no provision for his grandchildren or greatgrandchildren, unless theyb were those entitled to take at the death of his children. It may readily be conceived that he thought that he had gone far enough. In the

> absence of any words saying that the takers after the death of his children would take only life estates, we must conclude that his intention was to give them absolute estates in the income which they could do with as they pleased. Life estates have sometimes been enlarged by the courts, but we are aware of no case in which an estate absolute by the terms of the gift, has been whittled down by judicial construction to become only a life estate.....".

In our case the will is clear. The second clause says "After the death of my wife I give, bequeath and devise, all of said property not having been previously disposed of by my executors, hereinafter named to my son, George McGuckian, or in case of his death to his issue, if any."

The time fixed for the determination of the question of whether the issue shall take in place of George McGuckian is definitely not later than "after the death of my wife". In other words, when the wife dies, and George McGuckian is yet alive he takes. If not the children take. This is like the Ryan case just cited where the words were: "And in case of the death of any one of my children during the continuance of said trust, the income shall go to and become the property of his or her child, if only one child or children, if more than one, equally, share and share alike". with the alternative provision that "in the event of the death of any of my children above named during the continuance of this trust without leaving issue the income was to be divided among the surviving children. As to this the Court definitely stated that the determining date was that of the death of the children. Upon such death if there were children of the child surviving, the income went to such children absolutely during the continuance of the trust. If there were no issue then it vested in the surviving children. If there were children of the dying child, the income vested in them and they were free to do with it as they pleased during the continuance of the trust and if they assigned it to another and then died leaving children of their own such children would not be entitled to the income.

Clause Three of our will (McGuckian Will) says:

> "In the event that my son George McGuckian should die without issue I give, devise and bequeath all of the aforesaid property not having been previously disposed of to my nephew, George Zeender, absolutely."

This clearly refers to what has already been said in clause two. "In the event of the death of George McGuckian not leaving issue" can only mean that in the event George McGuckian is dead at the time the wife dies and has not left issue then to George Zeender.

A will is read as an entirety and the intention is ascertained from such reading. That a general intention prevails over a specific provision to the extent of an inconsistency. In our case, there is no such inconsistency, but both the general and specific intentions coincide, but, as stated, were any inconsistency found, the general purpose to finally determine the devolution of the estate as of the death of the wife would prevail. At that time George McGuckian was alive and the condition of final vesting was determined in his favor.

The law favors the early vesting of an estate. In our case the estate in

remainder was, in fact, vested in George McGuckian upon the death of the testator, subject to be divested by his death during the lifetime of the widow. In that event, if he left issue the estate went to them. If he left no issue, it went to the nephew,George Zeender. This is the ruling in Boulden v. Dean, 167 Md. 101, 107-111. There the will devised the residue of the testator's estate to his widow for life, with a provision for its division, upon her death, among the brothers and sisters, and upon the death of a brother or sister before the widow's death, leaving issue, the share of such brother or sister to pass to the issue. It was held that the testator's one brother and two sisters had each a vested remainder, subject to be divested as to anyone of them who died leaving issue. In such case on the death of the last surviving sister during the lifetime of the widow, such sister's share vested in her son, and, on his subsequent death without issue, it passed to his father as his heir at law.

THE CONSTRUCTION OF THE WORDS "DIE WITHOUT ISSUE".

Code, Article 93, Section 347, provides:

> "In any devise or bequest of real or personal estate, the words "die without issue" or "die without leaving issue", or any other words which may import either a want or failure of issue of any person in his lifetime, or at the time of his death, or an indefinite failure of his issue, shall be construed to mean a want or failure of issue in the lifetime, or at the time of the death of the person, and not an indefinite failure of his issue, unless a contrary intention shall appear by the will."

This statute can have little effect on our case. Its purpose is to determine who are issue and to do away with the former law that the words "die without issue" meant an indefinite failure of issue so that the vesting of a remainder would be so indefinitely postponed as to violate the Rule against Perpetuities.

In our case the remainder has already vested in George McGuckian and is to be divested only in the event of his dying before the wife of the testator. It is his death and not that of his issue with which we are concerned.

In Weybright vs Powell 86 Md. 573, the testator after giving his wife a life estate in certain property, gave his daughter the property "not to take effect until after the death of her mother." Then he added "Nevertheless the said (daughter) dies without bodily heirs, my will is then that said real estate and personal property thus described shall relapse to my son and his heirs for their own proper use and benefit. But not until her mother's death". It was held that the daughter took a fee in the land and the entire estate in the personalty, defeasible upon her death without issue, and is in the meantime entitled to the possession of both the real and personal property. It was held that condition on the daughter dying without issue would be determined as of the time of the death of the daughter and that since the Act of 1862 (which is Article 93 Section 346) the condition is complied with by the existence of issue at the death of the daughter. The result is that if at the death of the daughter there is no issue, the remainder over would take effect and this would not be a violation of the rule against Perpetuities as the condition would have to take effect no later than the expiration of the life of the daughter, who is the life in being within the meaning of the rule against Perpetuities. The court relies on Devecmon vs Shaw 70 Md. 219, where the testator had devised real estate to his daughter generally without words of

limitation, and had given her personalty without restriction or limitation but he added the provision "but in case my said daughter shall die without leaving any child or children at the time of her death then all the real and personal estate shall go to my sisters." There too it was held that the daughter took a fee simple in the realty and an absolute estate in the personalty subject to be divested by her death without leaving issue.

The statute (Article 93, Section 346) therefore has no application to the McGuckian case because there is really no gift over conditioned on George McGuckian dying without issue. The only condition is that George McGuckian himself survive the widow. When this happens the estate vests indefeasibly in him. The issue of George McGuckian and the nephew George Zeender do not enter into the picture unless George McGuckian himself fails to survive the widow, As he has survived the widow, the estate in remainder is now indefeasibly vested in him.

(Not signed or filed)

CONCLUSION

I The wife of the decedent took a life estate. The remainderman. George McGuckian, took a remainder vested at the death of the testator subject to be divested by the exercise of the power vested in the Executors. The Executors could exercise such power only during the lifetime of the wife in whom the life estate was vested. A sale made thereafter would be void. To the extent that the Executors did not exercise the power, the property vested indefeasibly in the said George McGuckian upon the death of the life tenant.

If and when the Executors did exercise the power (provided they did so during the lifetime of the wife) the purchaser secured a good title, but the proceeds (after the death of the wife) belonged indefeasibly (subject of course to outstanding debts of the decedent) to the said George McGuckian, as the heir at law of the decedent. This is so because the will made no disposition of the proceeds and did not, of course, vest a beneficial interest in the Executors.

II While it is immaterial to the above construction to determine whether or not a Court of Equity had jurisdiction in this case, actually no trust appears to have been created, there was merely a bare power of sale. But even if a trust can be inferred from the language of the will, its purposes would terminate with the death of the life tenant. There would then be merely a naked trust which would be executed in George McGuckian under the Statute of Uses, or, would come to an end or terminate because the purposes of the trust would have been subserved with the expiration of the life estate.

THE WILL GAVE A LIFE ESTATE TO THE WIFE WITH REMAINDER OVER TO GEORGE MCGUCKIAN SUBJECT TO THE EXERCISE OF THE POWER BY THE EXECUTORS. IT DID NOT GIVE A BENEFICIAL INTEREST TO THE EXECUTORS.

In Frederick v. Cisce, 72 Md. 393, 394, 395 the testator gave an estate for life to his widlw, with remainder to his children, and then appointed executors and authorized them to sell the real estate. The Court said that the authority given to the executors to sell did not vest the estate in them and displaced the estate previously given to the wife and children. The point was that the executors could not maintain ejectment as the

legal title was not in them.

The Will in this case was as follows: "I give, devise and bequeath to my dear wife all my estate, both real and personal, for her life; at her death I direct that it be disposed of as follows:- I give to my son Morgan Dix one-third of my said estate ." He then gave to each of his two daughters one-third of his estate with limitations over which it is not now necessary to state. He then appointed Morgan Dix, John J. Cisco and William S. Lawrence, his executors, and then provided as follows:

" I authorize them to sell such portions of my real estate as they think it advantageous to dispose of, and to execute such legal instruments as may be necessary to give a perfect title to the purchaser"; and then gives directions for the investment of the proceeds of sales. The Court said at page 395:

"The land which is the subject of this controversy is alleged to have been owned by the testator in fee simple at the time of his death. The will clearly gave a legal estate for life to the widow with legal estates in remainder to his children. It is impossible to construe the authority to sell given to the executors, as vesting a legal estate in them, and displacing those previously given to the wife and children. The identical question was decided in Guyer vs Maynard, 6 G & J 423. The Court says:- 'In the will of James Williams his real estate is not devised to his executors to be by them sold: but is given to his residuary devises, his nephew, with a power to his executors to sell such parts as they may think proper and necessary for the payment of debts and legacies. The executors possess only a naked power to sell, until the exercise of which the estate passes in fee simple to the devisee, who, only under the will, is authorized to receive the rents and profits thereof'. And in this decision the court merely followed the common law as it has been understood since the days of Lord Coke. In Coke on Littleton, 236 a, the law is thus stated: 'When a man deviseth that his executor shall sell the land, there the lands descend in the meantime to the heirs, and until the sale be made the heirs may enter and take the profits. But when land is devised to his executor, to be sold, there the devise takes away the descent and vesteth the estate of the land in the executor, and he may enter and take the profits, and make sale according to the devise.' And in Perry on Trusts sec. 308, in notes, a very large number of cases is collected, showing how closely this rule has been followed by courts which administer the system of law derived from England. As a legal title to the possession is indispensable in ejectment, the appellees could not maintain the action, and the instruction of the court to that effect was erroneous".

And see Talbott v.Compher, 136 Md. 95, 101.

In Kneisley v. Kneisley, 134 Md. 469, it was held that a power in a will authorising an executor to sell and dispose of all the real estate of the testator confers upon the executor a naked authority to sell, and in the interval between the death of the testator and the sale of the real estate under the power, the freehold descends to the heirs at law, who are entitled to the profits until the sale is actually made. The Court says:

"In Seeger vs Leakin, 76 Md. 403, this Court distinctly held that up to the time of the exercise of the power of sale contained in, or necessarily derived from the will, the executor had nothing except a naked authority to sell and that in the intervale between the death of the testator

> and the sale , the freehold descends to the heirs at law, who are entitled to the profits thereof until a sale is actually made,and the rule of law so laid down has neither been departed from nor modified by any subsequent decision of this Court."

In Chase Vs. Stockett, 72 Md. 235 243-44, the testatrix gave the residue to the executors in trust for purposes to be declared in a codicil, which, however, was not to be executed. The executors took no beneficial interest, but merely held the legal title. The Court said:

> "In such cases, where there is no declaration of trust lawfully and effectually made by the testator, the trustees hold the property in trust for his heirs at law or next of kin."

A power of sale was not involved in this case.

Where the executor is not told how to distribute the proceeds of sale, the same descends to the heirs, subject to the exercise of the power by the executor. In Magruder Vs. Peter 4 G and J 323, 324, 328-331, a testator wished his debts to be paid as speedily as possibly for which purpose he said,

> "I devise that tract of land on which D lives may be sold and applied to that purpose".

No person was appointed to make the sale, and if one had been named, the will gave him a mere naked power of sale. The legal estate vested in the children of the testator as his heirs at law, liable to be divested by a sale.

In Baumeister Vs. Silver, 98, Md., 418, 422, 423, the Court cites with approval the case of Seeger Vs. Leakin, 76 Md. 500. It says:

> "In Seeger Vs. Leakin, 76 Md.,500, the testatrix left a number of legacies amounting to thirty thousand dollars, and gave her executors power to sell her estate real and personal, not specifically devised or bequeathed. The Court said the real estate is not devised to or vested in the executor by any provision in the will, and in such case the executors have only a naked power to sell, in the meantime the freehold descends to the heirs at law, who are entitled to the proceeds thereof, until sale is made".

In Riser Vs. Perry 58 Md. 112, the testatrix devised a house and lot to her niece for life, directed her executors to sell them after the death of her niece, and undertook to leave the proceeds for purposes which were declared to be void. This Court adopted the opinion of Judge Alvey, who decided the case below and held that the power to sell conferred upon the executor and the bequests of the proceeds of sale were clearly void,

> "and being void, the real estate, the subject of the power descended to and became vested in the heirs of the deceased, at the time of her death, unless it was embraced by the residuary clause of the will.
>
> Later in the opinion he held that it was not so embraced,but went to the heirs at law".

Then reverting to the facts in the case itself (Baumeister Vs. Silver, 98 Md. 423) the Court says on page 423 of 98 Md.:

"In this case, the legacy to the son and the provision for the wife were valid, and therefore there could have been a sale of the property, but inasmuch as the real estate was not devised to anyone, the only way it could be sold was by application to a Court of equity and the legal estate vested in the heirs at law from the death of the testator".

Miller, Wills Sec. 270 page 764, says:

"In examining the subject of this chapter it is to be observed that a power to sell real estate has been exercised by executors in three classes of cases namely: (1) when land is devised to an executor to be sold by him; (2) when land is given to devisees with a power of sale to the executor; and (3) when there is no devise to anyone, but a power of sale is given to the executor. In the first case where land is devised to an executor to be sold by him, the devise takes away the descent and vests the estate in the executor, who may enter and take the profits and make sale according to the devise. In the second case where land is not devised to an executor to be sold, but is given to a devisee, and a power of sale is given to the executor, the estate passes to the devise until the power of sale is exercised by the executor. The power given to the executor is not an estate in the land, but merely a necked power to sell; and until a sale is made the devisee is entitled to receive the rents and profits devised to him. In the third case, where a power of sale is given to the executor, but the land is not devised to any person, the freehold descends to the heirs at law of the testator, and they are entitled to the rents and profits in the interval between the death of the testator and the completion of the sale made by the executor under the power; which power is merely a naked authority to sell, In the second and third classes of cases, wher a sale is made by the executor the estate is divested out of the devisees or heirs".

Miller Construction of Wills page 764 note 1 says:

"See Tiffany Real Property, sec 311, in regard to the operation of powers of sale given to executors. It is said here that when a power of sale is given to executors without the title to the land, the title vests in the heir or residuary devisee until the sale is made, that is, until the execution of the power, and then it passes to the vendee by force of the will, as if there were an executory devise to him, and not by forces of the conveyance by the executors; but when there is a devise of land to the executors, with powers in them to sell it, the title vests in the executors as trustees, until the execution of the power and then passes by the conveyance, and not by the will".

The power in this case was incidented to the office of "executor", It was not given to him as "trustee", nor was it given for his personal benefit.

In 21. Am. Jurisprudence Sec 686 it is said:

"An executor is usually recognized as having authority to make a sale of the testator's real and personal property when the power to sell is expressly given or is necessarily implied from the fact that the produce is to pass through his hands in the execution of his office, but not otherwise. Such power may be conferred upon him,not in his capacity as executor, but as trustee. It may also be vested in the executor as such to be exercised for his own benefit as an individual; but it seems that when the power is conferred by virtue of the office,and not on the individual, there being no new evidence that it was intended to be beneficial to the executor, the presumption is that it was given for the purpose of being executed in the interest of the estate and for his own benefit",

Sweeney Va. Warren, 127 N.Y. 426, 28 N.E

413, 24 Am. St. Rep. 468.

THE POWER TO SELL WAS MERELY DISCRETIONARY WITH THE EXECUTOR. IT WAS NOT A MANDATORY POWER OF SALE. HENCE THERE WAS NO CONVERSION INTO PERSONALTY UNDER THE DOCTRINE OF CONVERSION. BUT ASSUMING THERE WAS A CONVERSION, THE RESULTS WOULD NOT DIFFER FOR UNDER THE WILL GEORGE McGUCKIAN WOULD TO THE EXTENT THE POWER WAS NOT EXERCISED TAKE THE RESIDUE, OR IN THE EVENT OF THE EXERCISE OF THE POWER, HE WOULD TAKE THE PROCEEDS AS NEXT OF KIN.

In 21 Am. Jurisprudence sec. 688, it is said:

"A naked power to sell is discretionary and may or may not be exercised by the executors. An authorization of sale or a direction to sell, however, may be equivalent of a command eliminating any discretion on the part of the executor since the will is the law of the trust and the measure of his obligations. For example,when a power of sale is given to an executor -- for the purpose of paying debts, it may be deemed to be imperative and to have the effect of imposing a duty on the executor; enforceable in equity for the benefit of the creditors... When a will gives the executor discretion as to the time of sale within designated limits, his failure to exercise his discretion within the time limit does not destroy the power to sell,but only the discretion and makes it his absolute duty to act on the expiration of the time designated. It has been said that the power of sale in an executor,to be executed, if at all, within a given time, does not necessitate the execution of a deed within that period, if the sale itself is within it."

In Taylor Vs. Benham, 5,How.(U.S.) 233, 12 L. Ed. 130, it was held that an imperative direction to sell, and dispose of the proceeds in a certain way is a power couplied with a trust.

EXTENT OF THE POWER OF SALE OF REAL PROPERTY POSESSSED BY AN EXECUTOR TO WHOM POWER HAS BEEN GIVEN.

In 33 Corpus Juris Secundum Sec. 276 page 1296 it is said:

"It is usually considered that, where executors are given a general power of sale, they may sell at their discretion as prudence may dictate

during the continuance of the trust. Such discretionary power, however, is to be construed with and strictly limited by the primary obligations which are inherent in the office of executor, and is to be exercised only in aid of other powers and duties revolving on him in carrying out the testator's intention or purposes as construed from the provisions of the will and, when necessary, such power may be exercised for the purpose of providing funds for a judicial final accounting by,and compensation to,the executor. A general power of sale,however,must not be exercised arbitrarily or capriciously and it cannot be exercised to destroy an essential quality of the estate when there are no debts of the testator to be paid and no necessity of a sale for the purpose of division among the devisees; nor can it be extended to include holding, rental or management. When a sale is necessary not only is the executor authorized to make the sale, but it is his duty to do so.

"If the power of sale is limited,either expressly or by implication as determined from the testator's intention,as construed from the will and surrounding circumstances,it can be exercised only under the circumstances, in the manner and for the purposes provided for or contemplated in the will, such as for payment of debts. and legacies,or for distribution, or,according to the decision on the subject for reinvestment. Where power is given to sell if necessary for certain purposes,the necessity must appear in order to uphold a sale,even though the sale would be to the advantage of the estate; but if the power is to sell if, in the opinion of the executor, it is necessary for a particular purpose, the necessity meed not be shown. A power to sell for administrative purposes alone cannot be exercised unless such purposes require a sale. Where the testator directed his 'executrix' to sell his property and in a subsequent clause appointed his wife executrix, the wife had no power in her individual capacity to sell for her own use.

(Beakley Vs.Knutson, 174 P 1149, 177 P 955, 90 Or 574)".

INTERESTS WITHIN PURVIEW OF A TESTAMENTARY POWER TO SELL

In discussing the extent of a power of an executor to sell under a will, it is said in 21 Am. Jur. Sec 687:

> "A testamentary direction to sell a decedent's property is limited to the interest which the decedent could control, if alive, Hence it does not include the estate of his widow in dower, which was not his for the purpose of disposal".

In Blaen Avon Coal Co. Vs. McCulloh, 59 Md. 403, 414-415,the testator directed that his executors should sell all his land in Allegany County. It was said that

> "as the testator had directed all his land in Allegany County to be sold, any part thereof, less than the whole was necessarily contemplated in the direction."

If a sale not authorized by the will is made by the executor,no title can vest in the purchaser; as in case where the power referred only to the rest and residue.

Young Vs. Twigg, 27 Md. 620,628-629,630-31, 642.

THE TIME WITHIN WHICH POWER IS TO BE EXERCISED

The power in this case could be exercised within the lifetime of the life tenant but not thereafter. A sale thereafter would be void. It could be exercised during the administration of the personal estate (if any) and even thereafter but not later than the expiration of the life estate.

The will determines the time within which the power is to be exercised. Thus in Wilcoxon Vs. Reese, 63, Md. 542, 544-46, where the testator devised certain real estate to his wife for life and after his death to be sold by his executor. It was held that the power could not be exercised until then. And see Porterfield Vs. Porterfield 85, Md. 663, 665-66. Snook Vs. Mundy, 90 Md. 701, 703-04. Harlan Vs Brown, 2 Gill, 475, 478-79:

There is nothing in Shirk Vs. Trundle, 96 Md.,177 in conflict with this. There the deed of trust provided that the trustees sell for the benefit of creditors and then said that

"this trust shall be closed within two years from the date hereof".

It was held that this last provision was directory merely and that a sale had thereafter was good. But the Court says (page 181 of 96 Md.):

"The cases such as Dunshee Vs. Goldbacher, 56 Barbour, 579, and others cited by exceptants which hold that a power of sale to executors to sell in a time limited must be exercised if at all, within that time, do not we think control here, for whether there shall be a sale at all depends upon the intention of the testator,and it may well be, that if he clearly says the power of sale shall be exercised within six months, or six years, he did not intend there should be a sale thereafter. But here the situation is quite different. The whole object of the deed is to give the trustees power to sell for the payment of debts. A sale there must be from the nature of the case, in any event, and if the power is not exercised by these trustees it must be by others. It is difficult to understand what legitimate object the grantor could have had in thus limiting the power of the trustees".

The wording of the will may, of course, indicate that the power is to be exercised after the personal estate has been settled by the executor. Thus in Hoffman Vs. Hoffman 66, Md. 568, 73-75, the testatrix devised her real and personal estate to her four children in undivided parts and authorized the executors to sell the same in their discretion. The executors passed their final distribution account, and some of the real estate was partitioned, but not certain real estate which the executors thereafter agreed to sell to a purchaser who claimed that their exercise of the power of sale was limited to the time of their final settlement of the personal estate. It was held that it was not the intention of the testatrix to allow her executors

> "For all time and at their own whim and caprice to seize and sell property that she had just given to her children in fee, the consequence of which would be to cloud their titles".

but that the power nevertheless continued in force over any undivided portion until the whole of the real estate was divided. It would cease with the settlement of the personal estate.

In Murphy Vs. Coale, 107, Md., 198, 207, the power given to the executors to invest and reinvest, or to dispose of the investments was held to refer only to the

period during which the executors were engaged in the settlement of the estate.

In Harlan Vs. Brown, 2 Gill (Md.) 475, the Court of Appeals clearly holds that the power must be exercised within the time limited by the will.

There a will authorized an executor to sell the residue of the testator's real and personal estate within two years from his decease. It was held that a sale made within two years is valid, though the conveyance to the purchaser was not executed until after that period and parol evidence is admissible to show the time of sale.

The Court says:

> "It became important for him to prove that the sale was made within two years from the death of the testator both for the purpose of showing that the authority conferred on the executor had been properly exercised, and that the sale in question was not embraced by the 10th section of the act of assembly of 1831 Chap. 315 (the law requiring confirmation by the Orphans' Court of sales made by executors)---The power of sale conferred on the executor was, we hold properly executed by a sale of the property within two years from the death of the testator although the deed was not executed by him until after that period had elapsed".

In Sharpe Vs. Ogle, 138 Md. 10, a power to sell land given to one named as the executor who was also given a life estate in the land was held not restricted in regards to the time of its exercise to the period within which he was required as executor to collect the assets and pay debts and legacies the will substituting any proceeds of such sale for the land itself and directing a similar disposition thereof.

The will provided:

> "But if it be deemed best, my executor or executors are authorized to sell either or both of the above named houses and lots provided the sums received therefrom be kept apart and safely invested and the income from them to go to my son, Charles, during his life, and in the event of his death without surviving issue to go to my nieces, Florence and Edith, in the manner aforesaid during their respective lives, and after that the principal sums to revert to my estate, the aforesaid investments to be subject to the approval of the Orphans' Court of Baltimore City.
>
> "All other property of mine, real,personal and mixed,not heretofore mentioned,I bequeath unto my son, Charles Joseph Ogle, to hold, use for himself, sell or dispose of by his will or otherwise, the whole or any part of the same except that should he die without issue surviving him and leave no will, or should he die before me, leaving no issue, then any part of my estate that shall at that time remain together with the houses and lots No. 2513 N.Charles St.,and No. 402 South Sharp Street when they should have reverted to my estate shall be subject to this my will, and shall be disposed of as hereinafter set forth".

The will then disposed of the above-mentioned residue in the event of its reverting to the estate because of the happening of the contingencies above stated, and lastly he named Charles J. Ogle as executor (with others to act as executors in the event he predeceased the testator)

The will then concluded as follows:

" "And I authorize them (his executors) to sell all or any of my estate, either personal property or real estate, and should it be necessary to appoint trustees for any part of my estate, I hereby appoint my said executors to be such trustees, and it is my will that no part of my estate be subject to any court of equity, etc.".

The executor administered and sold the property to the defendants and the sale was excepted to but ratified by the Orphans' Court.

The objection was that the sale had not been made during the normal period of administration but after the life estate had already begun by the lifetenant entering into possession. And secondly the objection was that

"as the proceeds of the sale of the said house and lot, under the will, are to be invested by the executor subject to the approval of the Orphans' Court, a sale made under the power was invalid because, as clained the Orphans' Court is without requisite statutory authority to approve the said investment.

The Court, however, said:

"As the Court said in the case of Keplinger Vs. Maccubbin, 58 Md. 208, it does not affect the case that the executors were authorized to exercise this power (the power of sale) at a period long subsequent to that in which they were required by law to discharge the ordinary duties of collecting assets and paying debts and legacies, for it is perfectly competent for a testator to empower his executor to sell his property and distribute the proceeds after the expiration of a life estate therein'.

"Whether the power in such cases extends beyond the period that the executors are to perform the ordinary legal duties of executors in settling the personal estate is to be determined by the intention of the testator, from the language of the will'.

"In the case before us, the executor was authorized,if he deemed it best, to sell said house and lot, No. 2513 North Charles Street, in which he took a life estate under the will; and if he sold the property under said power, the proceeds were to be invested and the income was to be received by him as such life tenant, so long as he lived and upom his death without issue, the income therefrom was to go to testator's niece, Florence J.Ogle for life and upon her death it was to revert to the testator.'

"It will thus be seen that the proceeds of sale were to be substituted for the house and lot; and were to be treated and disposed of in the same manner as the house and lot, if not sold. In the event of a sale the proceeds were not to go into the general assets of the estate to be distributed as other assets, and consequently any delay in the sale of said property would in no way affect an early settlement of of the personal estate, but the proceeds were to be invested by the executor, the life tenant, the income to go to him as long as he lived, the income and proceeds then to be disposed of in the manner stated above. With such disposition of the proceeds we see no reason why a restricted construction should be placed upon the language used by the testator, limiting the right of the executor to sell the property to the period in which he was required to settle the

estate by collection of the assets and the payment of the debts and legacies. There is nothing found in the will to indicate that it was the intention of the testator that the language used by him should be given such a construction. It might have been very essential for the good of those who were ultimately to enjoy the bounty of the testator in respect to the said house and lot, as well as the life tenant that the property should be sold at a time subsequent to the settlement of the personal estate, and it was not, we think, the intention of the testator to limit the time in which the executor was to exercise such power to the period mentioned above when in fact, the necessity for the sale may not have arisen until after the expiration of such time."

This case carries the clear implication that the power could not be exercised past the time of the life estate, In our case, the executor was limited expressly to the exercise of the power during the time of the life tenant. To the extent that he failed to exercise the power, the power became void after that time. In the event he did exercise the power prior to the termination of the life estate, it is clear from the wording of the will that the proceeds were not to belong to him personally. An executor does not to day become personally vested with the property of a decedent unless the will gives him a beneficial interest.

In our case upon the exercise of the power, the executor could hold the proceeds only for those entitled to a beneficial interest in the same. As the will made no attempt to provide where such proceeds were to go, there was as to them an intestacy, and they belong to the son of the decedent, George McGuckian, as next of kin or heir at law.

POWER OF SALE WAS NOT INCONSISTENT WITH THE DEVISE

There was no inconsistency between the existence of the life estate in the wife and the remainder over to George McGuckian on the one hand with the existence of the power of sale in the executor on the other. To the extent of the exercise of the power, the estate previously given would be divested. To the extent it was not divested, the land would remain as is and be vested in George McGuckian. To the extent it was exercised, the property would descend in intestacy to George McGuckian, as surviving heir and next of kin.

It is all right to give a person a power which is to be exercised in derogation of a devise.

In Page On Wills,(Lifetime Edition) Volume 3 Sec. 1314, it is said:

"Occasionally the testator disposes of his property by will and by the same way confers a power upon the donee which, if exercised,will defeat one or more of such devises and legacies. It would seem that a power of this sort is no more objectionable than a power which is given by a will which makes no other disposition of testator's property. In the latter case, the exercise of the power will prevent the heirs and next of kin from taking under statutes of descent and distribution. In the former case, the exercise of the power will prevent the devisees and legatees from taking under the will. Accordingly it is very generally held that such a power is valid even though the provision by which the power is given speaks of its exercise as a revocation of the will. Unfortunately the provision with reference to the revocation has occasionally been taken seriously; the act of defeating the devises and legaties which are given in the will, by exercising the power which is given therein in favor of a different beneficiary has been confused with revoking the will

by tearing, burning, etc.,and it has been said that if such power is not to be exercised in the presence of the testator, it cannot be exercised at all.

(Zieran Vs. Zieran, 347 111. 82, 179 N.E. 432,annotated 27 Illinois Law Review, 297).

A similar provision which gave to the testator's wife the power of changing the will, if the devises did not treat her right was explained as a condition subsequent. (Stewart Vs. Morris, 202, Ala. 113,79 So 579).

No effect can be given to such provision if it is so vague that its scope and application can not be determined (Goffe, 37 R.I. 542,Ann. Cas. 1916 B 240, 94 Atl. 2) ("All reference to my daughter A, in this will, be left to the judgment of my executors)".

Cases holding that a power in derogation of a devise is valid are: Estate of Melville (Wis.) 291 N.W. 382; McKallys's Estate, 324, Pa. 438, 109 A.L.R. 1095, 188 Atl. 343; Hodge Vs. Slegall, 169 Tenn. 202; 83 S.W. (2) 901; Dudley Vs.Weinhart, 93 Ky 401, 20 S W 308; Stewart Vs. Morris, 202 Ala 113, 79 So. 579; Shewmake Vs. Robinson, 148 Ga. 287, 96 S.E. 564.

THE POWER OF SALE PASSED TO THE SURVIVING EXECUTOR BUT IT WAS NOT GREATER THAN THE POWER POSSESSED BY THE TWO EXECUTORS. THE SURVIVING EXECUTOR CANNOT EXERCISE THE POWER TO ANY GREATER EXTENT THAN INTENDED BY THE WILL CREATING THE POWER.

See Code 1939 Artl. 93 Sec. 302; Murray Vs. Conley, 124 Md. 220; Bay Vs. Posner, 78 ,Md. 48; Venable Vs.Mercantile Trust Co., 74 Md. 189.

THERE WAS REALLY NO TRUST IN THIS CASE, BUT A BARE POWER OF SALE,EVEN IF A TRUST WERE IMPLIED, IT WOULD EXIST ONLY DURING THE LIFETIME OF THE LIFETENANT AND WOULD TERMINATE WITH HIS DEATH.

A trust might possibly be implied during the lifetime of the wife, from the wording of the will which said that the executor was to have the power to manage,sell or lease, but, as stated,such trust would not survive the lifetenant.

Even during the lifetenancy, it appears that the executors held only as executors and not as trustees.

Thus in Canton Vs. McGaw, 91 Md. 744-746-747, the sale was to be made by a person as executrix, not as trustee, under the terms of the will.

The word trust or trustee is not used. It is the case of bare power of sale to an executor.

In a case involving a deposit of money in a bank to secure it against loss on account of the liquidation of certain notes discounted by it, which deposit was not to be withdrawn and on which deposit the depositor was to be paid interest, the Court in Doty Vs. Ghingher, 166 Md. 426, 429, says:

"We cannot find in the agreement any evidence of an intention of the parties to create a trust, and a trust will not be imputed, when none in fact was contemplated. 'Seabrook Vs. Grimes, 107 Md.,410,417,68, A. 883; 'Lewin/on Trusts side paging 83, Colmacy Vs. Fanning; 124 Md. 548, 565, 92 A 1045.

"The intention as to the creation of a trust is to be gathered in each case from the general purpose and scope of the instrument'.

1 Perry on Trusts and Trustees c. III sec. 151, 158".

The will did not provide for a trustee, nor did it provide that the proceeds of the sale were to be held in trust, nor did it say that the sale was to be made by a trustee. There was therefore an erroneous assumption of jurisprudence by the equity Court.

This case is not like Sharpe Vs. Ogle, 138 Md. 10, where the executor was given the power to sell and reinvest and keep the income for life. The will contained the following provision:-

> "And I authorize them (his executors) to sell all or any of my estate, either personal property or real estate, and should it be necessary to appoint trustees for any part of my estate,I hereby appoint my said executors to be such trustees, and it is my will that no part of my estate be subject to any court of equity-".

Of all this,it was said on page 14,15 of 138 Md.:-

> "And the second objection urged against the validity of the sale, there can, we think,be no difficulty. The executor,as we have said, was authorized and empowered to make the sale at the time he made it, and the claim made by the appellants, if correct,which we need not pass upon in deciding the question before us, could not affect the validity of the sale, for should it be held necessary to go into a court of equity, and there have the investment approved by that court,such could be done,notwithstanding the statement of the testator that it was his will that no part of the estate should be subject to a court of equity,as no effect can be given to such direction if, in order to carry out the provisions of the will as to the disposition of the property it is found necessary to involve the jurisdiction of a court of equity; and in this connection, it will be observed that the testator named his executors as trustees should it be found necessary to appoint trustees for any part of his estate".

In Pacy Vs. Cosgrove,113 Md. 315,321,it was said that the exercise by an executor of a power of sale of real estate under a will to which a caveat is pending, is as distinctly an "act done according to law" (Code,Art.93 Sec. 37) as any other act which an executor is authorized by law to perform.

When the life estate terminated, the power of the executors to sell terminated and the trust (even if a trust were implied) would likewise terminate. This would be true either under the statute of Use or under the doctrine that a trust will terminate when its purposes are subserved.

In Hooper Vs. Felgner, 80 Md. 271, 272, the Court says:

> "During her life, certain duties were imposed upon the trustee, the language of the will being :-'Upon trust to pay the net income thereof,as it shall accrue------unto my daughter,Grace Felgner during her life and for her sole and separate use, without power of anticipation or to charge or encumber the trust estate and from and after her decease upon trust for all and singular the children or child of the said Grace, who then may be deceased, equally and absolutely. The testator does not say that the trustees shall after the death of her daughter receive and pay the net income of the trust property to her chidren or descendants living at that time, for their sole and separate use,

nor does he impose any limitation upon the power of the remainderman to charge the estate or encumber the estate. After her death they are to hold the property in trust for all and singular the children or child of the said Grace living at her death: equally and absolutely. Where an estate is given to the trustees; and their heirs upon trust to receive thereof to one for life; and upon his death, in trust and pay the income/for all and singular his children and the issue of such children living at the death of such lifetenant, the trust ceases upon the death of such lifetenant, for the reason that it remains no longer an active trust. In such cases, the Statute of Uses executes the use in those who are limited to take upon the expiration of the life estate; for, in other words, the statute transfers the use into possession by converting the estate or interest thereof of the cestuique trust into a legal estate, thereby determining the intermediate estate of the trustee. As to the real estate, it is clear, therefore, that upon the death of Grace Felgner, the lifetenant, the trustees, having no longer any active duties to perform, the legal estate was executed under the statute in her two children, and the trust was thereby at an end.

"Now as to the personal property, though it has been said that the onject of the statute was to abolish all uses and trusts, yet as the language of the statute was 'whenever any person is seized', the English Courts by a strict construction held that it did not apply to personal property, for the reason that one could not be "seized" of a mere chattel interest. At the same time, however, it may be considered settled that a trust in regard to personal property will continue so long and no longer, than the purposes of the trust require. And that when all the objects of the trust have been accomplished, the person entitled to the beneficial use is regarded as the absolute owner, and as such, entitled to possession of the property. Under the will the objects and purposes of the trust, namely that the trustees should pay the net income to Grace Felgner during her life and for her sole and separate use, without power of anticipation were fully accomplished, and upon her death the trustees had no longer any active duty to discharge. And this being so, her two children being entitled to the ultimate use, became the absolute owners of the property".

And see Manders Vs. Mercantile Trust Co. 147 Md. 448.

NOT FILED.

OPINION.

This case is, now, before me on exceptions filed by George McGuckian to the ratification of the auditor's report and account filed herein on July 13, 1948, by reason of the allowance therein of the sum of five hundred ninety-nine and 68/100 dollars ($599.68) to Carrie W. Gott and Ruby W. Chaney, administratrices of Winson G. Gott, deceased, for commissions alleged to have been due Mr. Gott at the time of his death. In order to understand the questions involved, a rather comprehensive review of the facts is necessary.

Thomas McGuckian, late of Anne Arundel County, deceased, departed this life September

9,1921,seized of some real estate and possessed of some personalty, leaving Maggie McGuckian, his widow, and George McGuckian, his only child, him surviving, and left a last Will and testament dated May 30, 1921, which,omitting the formal commencement and conclusion, is in the words and figures following, that is to say:

"FIRST. I GIVE,BEQUEATH AND DEVISE TO MY WIFE,Maggie McGuckian,all my property,real,personal and mixed,which I now own or may hereafter acquire, for and during her natural life.

SECOND. After the death of my wife,I give,bequeath and devise all of said property,not having been previously disposed of by my Executors,hereinafter named, to my son, George McGuckian, or in case of his death to his issue, if any.

THIRD: In the event that my son,George McGuckian,should die without issue I give,bequeath and devise all of the aforesaid property,not having been previously disposed of, to my nephew, George Zeender. absolutely.

FOURTH: I hereby constitute and appoint Charles F. Lee and Winson G.Gott, of Annapolis, Maryland,the Executors of this, my last Will and Testament,with ful; power and authority, in their discretion,to manage,mortgage,lease or sell or in any other manner dispose of any of the property,which I may own at the time of my death, without the intervention of the Orphans Court,or any Court of Equity, and without the purchaser or purchasers having to look to the application of the purchase money."

The said Charles F. Lee and Winson G. Gott,the executors in said will named,duly probated the same in the Orphans' Court of Anne Arundel County, and proceeded to administer on said Thomas' estate. They found that,in addition to some personalty, he died seized of a tract of land containing 27.43 acres, more or less, which he had acquired from Sarah M. Hartshorne and Charles H. Hartshorne, her husband, by deed dated June 6, 1914,and that this land was subject to mortgages aggregating ninety-three hundred dollars ($9300). In addition to said mortgages, Mr. McGuckian was heavily indebted on unsecured claims ,the largest of which,perhaps, being one held by Harry W. Elliott in the amount of four thousand dollars ($4000.). On December 5, 1922,Messrs. Lee and Gott,as the executors of said will,filed in said Orphans' Court what they called their "first and final account of the estate of Thomas McGuckian, deceased", wherein they charged themselves with personalty in the amount of fifteen thousand five hundred seventy-eight and 32/100ths dollars ($15,578.32), and,after claiming credit for certain payments and disbursements, including all the unsecured claims against the estate, and some payments on account of the mortgages on the land, and commissions in the amount of one thousand five hundred fifty-seven and 83/100 dollars ($1,557.83), they showed a balance of six hundred fifty-nine and 33/100ths dollars ($659.33), which was therein stated to consist of "assets shown in inventory, unsold."Notwithstanding that this account was called their "first and final" account, Messrs. Lee and Gott continued in their management of Mr. McGuckian's estate. They caused said Hartshorne tract to be subdivided, built sidewalks thereon, and made other improvements thereto, and proceeded to sell lots. There was another tract of land known as the Carling or Linthicum tract, containing one hundred eighty-eight and one-fourth acres, which had been conveyed to Mr. and Mrs. McGuckian, as tenants by the entireties, and which,accordingly, did not pass under his will. It was suggested that Mr. McGuckian believed that this property stood in his name alone,and intended

that it should pass under his will, and, to carry out that idea,Mrs. McGuckian, by deed dated March 5, 1923,or three months after the statement of said "first and final" account, conveyed the same to Messrs. Lee and Gott as executors as aforesaid,subject, nevertheless, to the devises, limitations and restrictions contained in Mr. McGuckian's will. They, then,caused this tract to be subdivided and proceeded to sell lots thereout. These sales were all reported to, and ratified by, said Orphans' Court; but, as far as this record shows, no further accounting therein was made.

Time passed on. Mr. Gott died July 17, 1928. Thereafter, Mr. Lee continued to sell lots. Finally, he sold a lot to the Board of Education of Anne Arundel County for thirty-five thousand dollars ($35000). This Board refused to consummate the transaction on the ground that the power of sale conferred by the will upon the executors was exhausted after they had sold a sufficient amount of land to pay the testator's debts, and, therefore, they could not convey a merchantable title. Mrs. McGuckian, George McGuckian, and Elsie, his wife, and George G. Zeender, and Mary, his wife, thereupon,on November 29,1932, filed their petition herein praying that this court "assume jurisdiction of the Trust, prescribe rules and regulations for the administration thereof, and that Charles F. Lee of Annapolis, Maryland,be appointed Trustee". On the same day.the Court (Moss,A.J.) passed a decree in the words and figures following, that is to say:

> "Upon the foregoing Petition,praying the Court to take jurisdiction of the Trust prayed, and by consent of all the parties in interest,the Court assumes on this 29th day of November 1932,jurisdiction of the Trust created and appoints Charles F. Lee Trustee, and directs that the Trustee shall give bond in the penalty of Twenty-five Thousand Dollars ($2500), to be approved by the Clerk of this Court and that the Trustees shall file a statement showing the assets and liabilities of said Estate on or before the 5th day of December,1932. And further that he shall thereafter and henceforth file a yearly report of all assets,liabilities and expenses, incident to the administration, of this Estate."

Mrs. McGuckian, the life tenant, departed this life on the twenty-sixth day of February 1935. No steps were,then,taken,however, to have Mr. McGuckian's will construed, and the trustee continued to sell lots, and hold and invest not only the proceeds of such sales, but all the income derived from the property or investments in his hands. The property was found to be much more valuable then it was considered tobe when Mr. McGuckian died, and, while it, then, appeared that the estate was nearly insolvent, it, now, appears that the funds and investments which the trustee has in hand, plus the property which still remains unsold, are worth in the neighborhood of one hundred thousand dollars ($100,000).

On September 26, 1946, George McGuckian filed his petition herein praying that his father's will be construed, and the trust terminated, and, after an amended petition had been filed, and all the parties in interest brought in, I, on July 24, 1947, filed my opinion and decree herein construing said will, and declaring that all the property passing thereunder, as well as that conveyed by Mrs. McGuckian as aforesaid, became vested in said George upon the death of his mother as aforesaid, directing Mr. Lee to convey all that remained unsold thereof to him and referring the case to the

auditor for the statement of an account. This decree was affirmed by the Court of Appeals in Zeller vs McGuckian, in an opinion by Judge Delaplaine, handed down April 1, 1948, and reported in 58 Atlantic 2d 123.

On June 22, 1948,Carrie W.Gott and Ruby W. Chaney, as the administratrices of Mr. Gott's estate, filed their petition herein, alleging that Mr. Gott had served as one of the executors of Mr. McGuckian's estate up to the date of his death, that at that time there was, as shown on certain of the books in Mr. Lee's possession, due him, for his share of the commissions, the sum of five hundred ninety-nine and 68/100ths dollars ($599.68), that said sum had not been paid to Mr. Gott in his lifetime because of an insufficiency of cash, and that they had made no previous demand therefore because they did not know thereof, and praying that said sum be allowed in the auditor's account then in course of preparation. I, on July 1, 1948, passed an order directing the auditor to allow said amount "subject,however, to all proper exceptions"; and the auditor,accordingly,did so. George McGuckian,thereupon, excepted to the ratification of said account, on account of said allowance. The only reason assigned in his original exceptions filed August 11, 1948, was that the claim was more than three years old, and barred by limitations. On September 30, 1948, he filed amended exceptions setting up, in addition to the statute of limitations, a denial that there were any commissions due Mr. Gott at the time of his death. On the same day, Mr. Gott's administratrices filed an amended petition and claim, setting up that since they had filed their original petition, they had discovered that the correct amount due their intestate, at the time of his death, was only two hundred twenty-six and 41/100ths dollars ($226.41), and not five hundred ninety-nine and 68/100 dollars ($599.68), as originally alleged. The questions before me are,accordingly,(1) was said sum of two hundred twenty-six and 41/100ths dollars ($226.41) due Mr. Gott at the time of his death, and,if so, (2) is it barred by limitations?

The answer to the first of these questions depends on whether Mr. Gott and Mr . Lee, in managing Mr. McGuckian's estate after the statement of their"first and final" account, were, in fact, acting <u>as executors</u> or as <u>trustees?</u> If the will did, in fact, create a trust, and constitute them trustees thereof, they should, and must, be so regarded regardless of what they called themselves or in what capacity they purported to act. When the same persons are made executors and also legatees,whether as trustees or otherwise, there will be a transfer by operation of law to them in the second capacity after the administration in the Orphans' Court has been concluded. That is an old and well established principle (Zimmerman vs Coblentz, 170 Maryland 468; and cases cited at page 473). It is true that a will may extend the duties of distribution by executors in that unaltered capacity to a distant date as in Keplinger vs Maccubbin, 58 Maryland 203. But, on the other hand, the failure of the will to specify a second capacity in which the fund is to be held, such as trustees, guardians, legatees etc., will not always continue the office of executors; <u>a trust or other second holding may be made clear without explicit declaration.</u>
(Zimmerman vs Coblentz, supra, page 473).

The differences in the functions of an executor and a trustee are well expressed by Professor Bogert in his work on Trusts and Trustees, at § 12, thus:

> "The executor or administrator is a temporary officer, with a duty to collect assets, pay debts, and distribute the surplus among legatees or next of kin. A trustee is ordinarily a more permanent representative, with duties of in-

vestment and management not frequently found in executorships. Paige, J., in a New York case, has described the normal functions of the executor; 'The office of an executor is, to take possession of all the goods and chattels, and other assets of the testator; to collect the outstanding debt and sell the goods and chattels so far as is necessary to payment of the debts and legacies; to pay the debts and legacies,and under the order of the surrogate to distribute the surplus to the widow and children, or next of kin of the deceased, These acts embrace all the duties which appropriately belong to the executorial office. If any other duty is imposed upon the executor,or any power conferred,not appertaining to the duties above enumerated, a trust or trust power is created, and the executor becomes a trustee, or the donee of a trust power'. Hence, when the duties placed on one who is an executor must continue beyond the ordinary period of administration, and involve much investment and management,the court will consider this strong evidence of an intent to make the executor also a trustee."

(See also § 6 of the Restatement of the Law of Trusts; Gable vs Cheston,51 Maryland 352; and Woods vs Fuller, 61 Maryland 457, 458-9).

Now, let us analyze Mr. McGuckian's will in the light of these principles and see what we find. By the first paragraph thereof, the testator gave, devised and bequeathed all his property to his widow for life, and by the second and third paragraphs, he disposed of it after her death. If he had said nothing more,Mrs. McGuckian would have unquestionably,been entitled to the possession of the real estate from the time of the testator's death,and,perhaps,to the possession of any surplus personalty remaining after the payment of his debts.(See Siechrist vs Bose,87 Maryland 284; and Code Article 93 § 12) By the fourth paragraph,however,the testator empowered his executors "to manage, mortgage,lease or sell, or in any other manner dispose of any of the property,which I may own at the time of my death, without the intervention of the Orphans' Court,or any Court of Equity, and without the purchaser or purchasers having to look to the application of the purchase money." It would,accordingly,seem that he never intended his widow to have possession of either said real estate or said personalty, but that the same should, for as long as Mrs. McGuckian lived, be held and managed by Messrs. Gott and Lee, and turned over by them to his son after her death. Emphasis is given to this by the language of the second, as well as the third paragraphs. In the second, he gave to George all of his property "not having been previously disposed of by my Executors", and in the third, he gave the whole thereof "not having been previously disposed of" to his nephew, George Zeender, in the event of the death of his son without issue.

When Mr. McGuckian died,his estate was practically insolvent, and the principal asset thereof was the land which, while having no real value then,did have a great protential value, and, when he left this property in the hands of Mr. Lee,an experienced real estate broker and operator, and Mr. Gott, his lawyer,he, evidently, did so with the idea in mind that they would do exactly what they did do, namely, develope the property, and work out the situation, and get the most out of it that could be gotten. He not only gave them the power to sell the property,but to manage and lease it,or in any other manner dispose of it. How could they do those things unless he intended them to have the possession thereof. I think he did intend that they were entitled to the

possession thereof, and,this being so, that his will must be construed as not only conferring a naked power of sale on them,but as clothing them with the entire fee simple title to the property of which he dies seized and possessed, to convert so much thereof as was necessary to pay his unsecured debts into cash, and,after that was done, to hold the balance thereof in trust for the benefit of his widow for life, and,on her death,to distribute it,or the proceeds thereof,as by said will directed, and in the meanwhile,to exercise any and all the powers by said will conferred on them. Until the unsecured debts were paid,the duties which devolved on them were the ordinarily duties of executors, but,when that was accomplished, they were to hold as trustees,just as though he had,in so many words,named them as trustees.

This conclusion is inline with, and fully supported by, the decisions of our own Court of Appeals. Perhaps,the closest case is that of Legge vs Canty,176 Maryland 283, wherein the opinion was written by the late Judge Offutt. There,the testator disposed of certain property in these words:

> "My real property,designated as number 115 Allegany Street,Cumberland, Maryland, want retained in my estate by my executor and it is my desire that my son William C.Sluss,reside in said dwelling house as his home with his family,and that he permit and provide a room in said house for my sister Mary Canty, which shall be hers and for her use as long as she lives and after the death of my sister Mary Canty, I direct my executor to sell said real property, number 115 Allegany Street either at private or public sale, in his discretion,and the proceeds derived from said sale shall be divided equally, share and share alike between my sons William C.and Harry G. Sluss".

She appointed Mr. Legge the executor of said will, but did not, in so many words,name him trustee. She,however, empowered him as executor,"to sell, mortgage or lease or in any manner to dispose of any or all of my property and estate as hereinbefore mentioned, without application to the Orphans' Court of Allegany County, Maryland, the Circuit Court for said County and State, or any other Court or Courts, and without the purchaser or purchasers being required to see to the application of the purchase money", and the court held that,in view of this,the title to the property must be held to have vested in Mr. Legge <u>as a trustee</u>. Judge Offutt cited as his authority for so holding Pomeroy's Equity Jurisprudence, § 1011,and Tobias vs. Ketchun,32 N.Y. 319. As Professor Pomeroy states the principle so concisely, I take the liberty to quote a part of what he says:

> "Although no trust is declared in express terms,nor even mentioned,still the intention of the donor to create the trust,and the existence of the trust itself, may be necessaily inferred from the powers and authority given to the grantee, and in case of wills, even where no estate is directly devised to the executors,but the whole estate is apparently given to the beneficiaries,the trust may be necessarily inferred from the powers and authority conferred upon the executors, and thus from a construction of the entire will the intention may be shown that the executors are to take the legal title as trustees of an express active trust."

A comprehensive analysis of Tobias vs Ketchun is given in the note. Time will not permit me to analyze the other Maryland cases on the question,but anyone interested therein may read Lyon vs.Safe Deposit and Trust Company, 120 Maryland 514; Coudon vs Updegraf,117 Maryland 71.
/ Gable vs. Cheston,supre; Bowers vs. Cook, 124 Maryland 567.

Now, if there is a principle of testamentary law settled beyond controversy in this

State, it is that where the same person is both executor and trustee under a will, the law will adjudge the fund to be in his hands, in the capacity of trustee, after the time limited by law for the settlement of the personal estate; and this is true, whether he has, or has not, passed his final account in the Orphans' Court, for the reason that that which the law has enjoined upon him to do, shall be considered as having been done, and, from that time, he holds the funds by operation of law in that character which he would be entitled to receive it upon a final completion of his duties as executor. (Abell vs. Brady, 79 Maryland 94; Gable vs Cheston, supra). And, it is equally well settled that one who sustains this two-fold relation cannot,at his election, continue to act in his capacity of executor after the time allowed by law for the settlement of the estate has elapsed, and after arrival of the period when he ought to have acted as trustee and discharged his duties pertaining to that capacity, supra. Any other holding would make the transfer depend, not upon the law,or any regard for the proper discharge of his duties, but upon the mere will and pleasure of the party, and would so strike down all the advantages of the rule that it might as well not exist. (Gable vs Cheston, supra.)

It follows as a necessary corollary to all this, that Messrs. Gott and Lee must be considered as holding Mr. McGuckian's estate as trustees, and not as executors,from the time they stated their "first and final" account in the Orphans' Court of Anne Arundel County as aforesaid. And, the fact that they thereafter reported sales made by them to the said court cannot change the situation, supra. Orphans' Courts have no power to administer continuing trusts (Hagerstown Trust Company vs. Mealey, 119 Maryland 252, and cases there cited). The jurisdiction of the Orphans' Court ceases when the executor has finally settled his accounts (Blumenthal vs. Moitz, 76 Maryland 564). This being so, said Orphan's Court had no power to fix the commissions to which Messrs. Gott and Lee became entitled after the passage of their first and final account as aforesaid, as contended for by counsel for the exceptant; and we must examine the record and see what commissions they were entitled to as trustees.

The fact that this case is in this court at all is some evidence that I am right in my conclusion that by the true construction of Mr. McGuckian's will a trust was created, and that Messrs. Gott and Lee were the trustees thereof. If a trust was created , it was created when the will was probated, not when this court assumed jurisdiction of its administration. Courts of equity do not create trusts; they only administer them. True, they may in certain circumstances declare a trust to exist, but they only make such declarations from the facts as they find them to exist; they do not create the facts any more than they create the trusts. When George McGuckian,and the other parties in interest,filed their petition herein on the twenty-ninth day of November,1932,they did not ask this court to create a trust, but to assume jurisdiction over the administration of a trust which had been in existence for over ten years. This court was not asked to decree the sale of the property. There was no allegation that a sale thereof would be advantageous to all concerned as required by § 252 of Article 16, of the Code,or any other allegation which would have conferred jurisdiction on this court to decree a sale. This court,in fact, never decreed a sale of any of the property belonging to the trust. All it ever did was to ratify sales made by the trustee under the power contained in the will. The will was the source of the trustee's power;not the decree or decrees of this court. True,this court did,by its decree of November 29,1932,"appoint" Mr. Lee trustee,

but in doing that it was only confirming the title which he already had. This was possibly advisable, but not necessary. If this is not correct, then all the sales made by Mr.Lee, as trustee, are invalid. In Notes on Title, gotten out by the Title Guaranty and Trust Company, and which I have always understood was edited by Mr. Edgar G. Miller, the author of Miller's Equity Procedure, we find this proposistion laid down in § 301, namely:

> "If a conventional trustee has no power of sale,the only method by which the trust property can be sold is by a formal equity proceeding, bases upon some definite head of equity jurisdiction, with proper jurisdictional allegations, and with all the persons interested as parties."

I do not have all the facts and figures before me, and it is, accordingly,impossible to sit down and figure out just how much commissions Mr. Gott was entitled to at the time of his death, even if I had time to do it. When the present exceptant, and the other parties in interest,filed their petition herein on November 29, 1932, asking this court to assume jurisdiction of the further administration of the trust,they states under oath in the seventh paragraph thereof:

> "Seventh. Your Petitioners further state and believe that this Estate has been administered in the past to the best advantage and they hereby fully approve and ratify all acts, sales made, expenditures and receipts of the said Executors and surviving Executor as shown on a Audit made by Walter S. Ritter, Certified Public Accountant, which is filed herewith and prayed to be taken as part hereof and marked 'Petitioner's Exhibit E'".

and they filed therewith, as exhibits, two reports prepared by Mr. Walter S. Ritter, a certified public accountant. In the first of these reports, Mr. Ritter attempted to analyze the handling of the estate by Messrs. Gott and Lee from the time of Mr. McGuckian's death , and in the second thereof to give a statement of cash receipts and disbursements to November 7, 1932. In the first of these reports,Mr. Ritter goes into the question of commissions due Messrs. Gott and Lee rather carefully. He considered that the will created a trust,and he attempted to distinguish between the transactions had by Messrs Gott and Lee, (a) as "Executors under the will of Thomas McGuckian", (b) as "Trustees of the estate of Thomas McGuckian", and (c) as "Trustee for Mrs. Maggie McGuckian of real estate known as Linthicum Farm", and, while he states that he could not segregate the commissions as between the three accounts, he did find that,as executors and trustees, they had, up to Mr. Gott's death, earned four thousand nine hundred ten and 64/100ths dollars ($4910.64), and had paid themselves four thousand four hundred fifty-seven and 83/100ths dollars ($4457.83) so that at that time they had a balance of four hundred fifty-two and 81/100ths dollars ($452.81) coming to them, of which Mr. Gott's share was two hundred twenty-six and 41/100ths dollars ($226.41). That is the figure named in the amended petition of the administratrices,and. unless I can find something wrong therewith, that is the amount Mr. Gott's estate is entitled to. In making his calculations, Mr. Ritter figured that as executors of Mr. McGuckian's will, and as trustees of his estate. Messrs. Gott and Lee were entitled to ten per cent of nineteen thousand five hundred five and 49/100ths dollars ($19,505.49), or nineteen hundred fifty and 55/100ths dollars ($1950.55), and, as trustees for Mrs. McGuckian, to ten per cent of twenty-two thousand two hundred seventy-seven and 49/100ths dollars ($22,277.49), or two thousand two hundred twenty-seven and 75/100ths dollars ($2,227.75). According to Mr. Ritter's figures, eight hundred one and 92/100ths dollars ($801.92) of the amount received by Messrs. Gott and Lee,as executors of Mr. McGuckian's will, and as trustees of his estate, came

the sale of real estate, so I think it can be safely assumed that everything in excess of the commissions allowed them by the Orphans' Court in their first and final account was earned by them as trustees, The property conveyed to them by Mrs. McGuckian was certainly held by them as trustees notwithstanding the fact that it was conveyed to them as executors, so there can be no question about the commissions due on that property.

Nor, do I feel that a commission of ten per cent of the moneys received by Messrs. Gott and Lee is too much. True, the commissions allowed trustees for selling property by the rules of this court are somewhat less than that; but said rules provide that the allowances thereby prescribed are subject to increases in cases "of extraordinary difficulty or trouble". (Rule 14) These men were not only trustees to sell the property in their hands, but <u>to manage it in every particular</u>. They not only caused it to be subdivided, and laid off into lots, so that they would sell it to the best advantage, but they had portions thereof graded, built sidewalks, and otherwise got it in shape for sale. Then, a great many of the sales were,apparently made on the installment plan, which required quite extensive bookkeeping, as well as a lot of trouble in making the collections. I, of course, do not know how much time Mr. Gott devoted to this job, but it does appear that Mr. Lee put all the re sources of his office and organization at the disposal of this estate. Many of the sales were, no doubt, made by his organization as brokers, but he made no charge for that; his entire compensation must be found in his allowance as trustee. I do not feel that if this trust had been under the court's supervision from the beginning, that it could have been charged with abusing its discretion in allowing the commissions which these trustees charged. There is no question, here, of these men getting two commissions, one as executors, and, then another on the same assets as trustees. Mr. Ritter was careful to guard against that.

But when all is said and done, why should not George McGuckian be bound by what is found in Mr. Ritter's report? He not only filed it in this court, <u>but he vouched for its correctness.</u> He, by the above quoted seventh paragraph of his petition filed November 29, 1932, among other things, expressly stated that he fully approved all "expenditures" made by Messrs. Gott and Lee. Commissions are certainly "expenditures". Can he, now, after nearly sixteen years, come in and say that he did not mean that and ask for a reexamination of the matter by simply asserting that the commissions allowed by said report were not, in fact, owing, and without making any effort to show in what particular said report is erroneous? I think not. To permit him to do so, would permit him to trifle with this court. If Mr. Gott's estate is not entitled to the balance of two hundred twenty-six and 41/100ths dollars ($226.41) due it, as shown by said report, then, Mr. Lee was not entitled to the commissions found to be due him, and we would have to reopen the whole matter. This estate has been administered by this court for sixteen years on the theory that Mr. Ritter's reports were correct, income taxes, chargable against the trust, have been paid on that theory, Mr. Lee has continued charging commissions at the rate of ten per cent on his collections; and to, now, hold that said reports were not correct, would be, in effect, to hold that the entire accounts of this trust would have to be rewritten. I do not think we should do that, unless something radically wrong is shown, and I

cannot find that anything I like that has been shown. George McGuckian is here relying on credits contained in those reports as the basis for the credits to which the trust estate was, then,entitled, and I think he must be held to have thereby admitted in evidence the charges against the same, unless he discredits or disapproves them. (Dennis vs Dennis, 15 Maryland 141); and he has not even attempted to do that except by his most general allegations.

There only remains to determine whether the claim is barred by limitations. I have heretofore shown that when George McGuckian joined in the petition of November 29, 1932, and filed Mr. Ritter's reports, as an exhibit therewith, he vouched for the correctness of those reports. He must, accordingly, be held to have thereby admitted the existence of the indebtedness to Mr. Gott's estate at that time. While this indebtedness exsists, Mr. Lee as the trustee, has never, by any order of this court that I can find, been authorized to pay it.Whatever may have been his powers and duties, prior to the assumption of jurisdiction by this court, it is certain that, from the time this court did assume jurisdiction, he could only act pursuant to its orders. The reports of Mr. Ritter filed with the petition were never ratified by this court, possibly because this court felt that, as no questions of accounting was raised, and as all the parties, then, before it, were satisfied, it would not, of its own motion, go into the matter. The court, however, directed the trustee to file a statement showing the assets and liabilities of the estate by December 5, 1932. I do not find that any such statement was so filed, and I assume that the reports filed November 29, 1932, were considered as complying with that part of the court's order. On February 26, 1934, there was filed herein a statement of Mr. Lee's receipts and dibursements from October 25, 1932, to December 31, 1933, on which an order nisi was passed andpublished, and which was finally ratified on April 28, 1934. This report began with the cash balance of one thousand five hundred fifty-five and 45/100ths dollars ($1,555.45) in hand,as shown by the second report filed November 29, 1932, but nothing was said therein about the indebtedness due Mr. Gott's estate, and no allowance therefor was made. In any event , this report did not purport to be a complete audit; only a report of Mr. Lee's receipts and disbursements for the period stated.

As Mr. Lee has never been authorized by this court to pay Mr. Gott's estate the balance of two hundred twenty-six and 41/100ths dollars ($226.41) due it as aforesaid, it necessarily follows that the administratrices thereof could not have demanded payment thereof by him, and could not have maintained a suit against him or on his bond, if they had demanded payment, and he had refused to comply with said demand (Ward vs. Schlosser, 111 Maryland 528, 535). And, as no demand could have been made, limitations never began to run.

Then,there is another principle which, I think, prevents the successful pleading of the statute of limitations to said claim, namely, the rule that during the life of an express trust, if the trustees are executing the trust in accordance with its terms, there is no cause of action in favor of the cestui. During the continuance and recognition of the trust , the possession of the trustee is the possession of the cestui que trust. The statute never runs, unless there is a cause of action, and a cause of action implies not only the existence of a right, but such a denial of it, either actual or constructive, as puts the party entitled under a necessity to act if he would preserve it. (Bogert, Trusts and Trustees, § 951; Perry on Trusts, § 863; Insolvent Estate of Leiman, 32 Maryland 225; Weaver vs Leiman,

52 Maryland 708). It is true that Mr. Gott was one of the original trustees and not a cestui que trust, but at the time of his death, he had these commissions due him, and a claim "by a trustee against a beneficiary, or for reinbursements out of trust funds ought not to be subject to the statute until, in the course of trust administration, the claim is denied or contested". (Bogert, supra, ¶ 951, page 208, note 54a). Now, that, it seems to me, is precisely this case. The trust was not terminated on the death of Mr. Gott; on the contrary it continued and all the property belonging thereto, including that necessary to pay the commissions due Mr. Gott, passed to Mr. Lee as surviving joint tenant. He never repudiated his trust, nor denied Mr. Gott's claim. Limitations, accordingly, never ran against it. In Constable vs. Camp, 87 Maryland, 173, a woman, as the administratrix of her husband's estate, collected money belonging thereto, and it was held that, as against the beneficiaries thereof, limitations did not run as long as the same remained in her hands undistributed. Lindsay vs. Kirk, 95 Maryland 50, is somewhat similar to this case on the facts. The principal difference is that in that case the commissions involved had been allowed the deceased trustee in an auditor's account which had been ratified, while here the commissions in question have never been judically allowed. Limitations was not pleaded in that case, but laches was, and, while the court did not discuss the question of laches, it, nevertheless, allowed the claim.

Finally, there is still another principle which might preclude the defense of limitations, namely, the principle that ordinarily a trustee has a lien on the trust fund for the purpose of collecting his commissions. I do not know of any Maryland case so holding, but the idea is generally advanced by the best textwriters, (Bogert supra, ¶ 974; Premier Steel Company vs. Yandes, 38 Northeastern 849); and it seems to be good law. If it is, then, when Mr. Lee succeeded to the title to the trust property on Mr. Gott's death, he took it subject to the lien of Mr. Gott's estate thereon, and, as it has never been discharged therefrom, it is still subject thereto.

3 March, 1949. James Clark,

Judge.

Filed 3 March, 1949

ORDER OF COURT.

The amended exceptions of George McGuckian, filed September 30, 1948, to the ratification of the auditor's report and account filed herein on July 13, 1948, on account of the allowance therein of the sum of five hundred ninety-nine and 68/100ths dollars ($599.68) to Carrie W. Gott and Ruby W. Chaney, administratrices of Winson G. Gott, deceased, 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 third day of March, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that said amended exceptions be, and the same are hereby, sustained as to three hundred seventy-three and 27/100ths dollars ($372.27) of the amount audited to the said Carrie W. Gott and Ruby W. Chaney, administratrices as aforesaid, and overruled as to the remainder thereof, namely, two hundred twenty-six and 41/100ths dollars ($226.41); and that the said George McGuckian pay the costs pertaining to said exceptions.

And it is further ADJUDGED and ORDERED that Charles F. Lee, the trustee herein,

forthwith pay to the said Carrie W. Gott and Ruby W. Chaney, administratrices as aforesaid, said sum of two hundred twenty-six and 41/100ths dollars ($226.41), and that he, then,pay the costs pertaining to these exceptions out of said three hundred seventy--three and 27/100ths dollars ($373.27), and, as this court is advised that said trustee has been required to incur some expenses since the statement of said account, although it does not know the exact amount thereof, or for what, it is further ORDERED that said trustee hold the balance of said three hundred seventy-three and 27/100ths dollars ($373.27), subject to the further order of this court in the premises.

3/3/'49. James Clark,

Judge.

Filed March 3, 1949.

ORDER FOR AN APPEAL.

Mr. Clerk:

Please enter an appeal in the above entitled cause from the order of Court dated March 3rd, 1949, overruling the amended exceptions to the Auditor's account.

George B. Woelfel,

Solicitor for George McGuckian.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 1st day of April, 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 he is the counsel for George McGuckian and that the appeal taken herein is not for the purpose of delay.

Witness my hand and seal Notarial.

(Notarial Seal) Mary M. Hoff.

Notary Public

Filed 1 April, 1949

ORDER TO WITHDRAW APPEAL AND DISMISS EXCEPTIONS TO AUDITORS ACCOUNT.

Mr. Clerk:-

Please enter a withdrawal of the appeal filed in this case on April 1,1949 and dismiss the exceptions filed to the Audutor's Account.

George B. Woelfel,

Solicitor for George McGuckian.

Filed 7 April, 1949.

ORDER OF COURT RATIFYING AUDITOR'S ACCOUNT.

The exceptions filed by George McGuckian herein on September 30, 1948, to the ratification of the Auditor's Report and Account, filed herein on August 13, 1948, having been dismissed, and the other exceptions to such ratification having been disposed of by this Court's Order of March 3, 1949, and no other cause to the contrary having been shown:

It is thereupon, this seventh day of April, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED AND ORDERED that said Auditor's Report and Account be, and the same is hereby, ratified and confirmed, except as provided for in said Order of March 3, 1949, and that the Trustee apply the funds in his hands accordingly.

And it is further ADJUDGED AND ORDERED That the balance of the sum of $373.27 mentioned in said Order of March 3, 1949, remaining in the Trustee's hands after paying

the costs as directed by said Order, be applied as follows,namely: $162.00 thereof to the payment of bond premiums not included in said Auditor's Account; $2.40 thereof to the payment of box rent accruing after the filing of said Account: $181.30 thereof to John E. Popp for an amount due to him and not included in said Account; and the balance to the said George McGuckian.

James Clark,

JUDGE.

Filed April 7, 1949.

THE END.