J.H.H. No. 68 Equity

Noah A. Hillman,)
Plaintiff)
Vs.)
Warren Smadbeck, Violetta Smadbeck,)
his wife, and Deveraux Smadbeck,) No. 9126 Equity
Divorced, and all persons having or)
claiming to have any interest in the) In the
properties assessed to Warren Smad-) Circuit Court
beck and wife, described as Lots)
1004 to 1005-1028 to 1030-2353 to 2357) for
3033 to 3035-3348-3349-3401 to 3409)
Inc., 3413-3414-3447-3655 to 3660-) Anne Arundel County.
3939 to 3943 4651 to 4655 Inc. 5110-)
5111 & Imp. 5678-5679 & Imp. 6183-)
6184 situated at Woodland Beach,)
First Election District.)
Defendants.)

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Noah A. Hillman, by Noah A. Hillman, his Solicitor, respectfully shows:

1. That on October 9, 1944, James A. Walton, Treasurer of Anne Arundel County, sold at public auction to the plaintiff for State and County taxes then in arrears, the hereinafter described properties, in fee simple, said sale having been made under authority conferred upon the said Treasurer as Collector of State and County taxes under the statutes in such case made and provided.

2. That the Tax Sale Certificate No. 68 has been issued by James A. Walton, Treasurer to the plaintiff. The certificate is filed herewith, as part hereof, marked "Exhibit A".

3. That the description of the property as the same appears upon the Tax Roll of the Treasurer aforesaid, for the First Election District is:

Warren Smadbeck and wife

(the lots are as numbered in the title of this case)

Woodland Beach.

And the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as appears in the title of this case.

4. That none of said properties have been redeemed by any party in interest although more than one year and a day from the date of the sale of said properties has expired; and that this proceeding is brought under the statute relating to tax sales made after the effective date of the Acts of 1943.

5. That it appears that the defendant, Warren Smadbeck, according to the assessment records, is a non-resident of the State of Maryland residing in New York City; and the plaintiff does not know where the other defendants reside.

6. That the amount necessary for redemption of the above mentioned and described properties is $225.00, being the amount paid for said properties as same appears on the aforesaid Certificate of Tax Sale, with interest at the rate of 6 per cent per annum from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the plaintiff herein, subsequent to the date of sale of said property, plus all other amounts expended by

the plaintiff as to the aforesaid properties under the provisions of Chapter 540 of the Acts of 1943.

7. That the plaintiff is entitled to proceed to foreclose all rights of redemption in and to the aforesaid properties.

To the end, therefore,

(a) That this Honorable Court may pass a final decree foreclosing all rights of redemption of all defendants herein, in and to the aforesaid properties.

(b) That this Court may pass a final decree whereby there will be vested,in the plaintiff, an absolute and indefeasible title to said properties, in fee simple, free and clear of all prior or subsequent alienations and descents and encumbrances, except taxes and other public liens, accruing subsequent to date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the defendants and all persons having or claiming to have any interest in the aforesaid properties, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by solicitor, on or before the 21 day of December, 1946, and show cause, if any they may have, why a decree or decreesshould not be passed as prayed.

(d) That the Court may decree much other or further relief as the case may require.

And, as in duty bound, etc.

Noah A. Hill,

Solicitor for Plaintiff.

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify, that on this 7 day of October, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, the above named plaintiff, and made oath in due form of law that the matters and facts set forth above are true to the best of his knowledge, information and belief.

As witness my hand and Notarial Seal.

Lillian M. Fine,

(Notarial Seal) Notary Public.

Filed October 8, 1946

EXHIBIT " A "

68 CERTIFICATE OF TAX SALE

I, James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to Noah A. Hillman at public auction for the sum of 225.00 Dollars and _ cents, of which 225.00 Dollars has been paid the property in 1 /Dist. described as Lots 1004 to 1005 - 1028 to 1030 - 2353 to 2357 - 3033 to 3035 - 3348 - 3349 3401 to 3409 ~~xxxxxxxxxxxx~~Inc.,3413 & 3414 - 3447 - 3655 to 3660 - 3939 to 3943 4651 to 4655 Inc., 5110 - 5111 & Imp. 5678 - 5679 & Imp., 6183- 6184 , Situated at Woodland Beach and assessed to Warren Smadbech & Wife.

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 10th, 1945, 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 9 day of Oct. 1944.

James A. Walton,

Collector.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify, that on this 9th day of October, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared James A. Walton, 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.

Theodore T. Pantaleo,

(Notarial Seal) Notary Public.

My Commission Expires May 7, 1945.

Filed October 8", 1946.

ORDER OF PUBLICATION

THE object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties, sold in fee simple by the Treasurer of Anne Arundel County as Collector of taxes for said county and the State of Maryland to Noah A. Hillman on October 9, 1944; a Certificate of Sale, Tax Sale Certificate No, 68 has been duly issued and the properties being described on the Treasurer's Tax Roll as follows:

First Election District
Warren Smadbeck
(all the lots above numbered)
Woodland Beach

A description, as in the above title of the case, appears on the Certificate of Tas Sale filed with this proceeding.

The Bill states that none of the properties have been redeemed by any party in interest although more than one year and a day from the date of the sale of said properties has expired.

It is thereupon, this 14" day of October, 1946 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 weekly newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons having or claiming to have an interest in the said properties to be and appear in this Court by the 21" day of December, 1946, and redeem the properties described 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 plaintiff a title in fee simple, free and clear of all encumbrances.

Filed October 14, 1946. John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

and

ORDER OF PUBLICATION.

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties, sold in fee simple by the Treasurer of Anne Arundel County,as Collector

of taxes for said county and the State of Maryland to Noah A. Hillman on October 9, 1944; a Certificate of Sale,Tax Sale Certificate No. 68 has been duly issued and the properties being described on the Treasurer's Tax Roll as follows:

FIRST ELECTION DISTRICT

Warren Smadebeck

(All the lots above numbered)

Woodland Beach.

A description, as in the above title of the case appears on the Certificate of Tax Sales filed with this proceeding.

The Bill states that none of the properties have been redeemed by any party in interest although more than one year and a day from the date of the sale of said properties has expired.

It is thereupon, this 14th day of October, 1946, 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 weekly newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons having or claiming to have an interest in the said properties to be and appear in this Court by the 21st day of December. 1946, and redeem the properties desscribed 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 plaintiff a title in fee simple, free and clear of all encumbrances.

True Copy; John H. Hopkins, 3rd, Clerk.

TEST: JOHN H. HOPKINS, 3rd, Clerk.

D-14

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 18, 1946.

We hereby certify, that the annexed Order of Publication -WARREN SMADBECK - Equity 2126 was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of November, 1946. The first insertion being made the 24th day of October, 1946.

THE CAPITAL-GAZETTE PRESS, INC.,

By Mae Carlson.

Filed May 21", 1947

AFFIDAVIT OF PLAINTIFF.

I hereby certify, as follows:

1. That I do not know any of the defendants other than as names which I have seen on the records of Anne Arundel County.

2. That I believe the named defendants are non-residents of Maryland, at least the name of Warren Smadbeck appears to be; and I do not know the addresses of the others.

3. That so far as the records in the office of the Clerk of the Circuit Court for Anne Arundel County indicate, the named defendants appear to be the record title holders of the lots described in these proceedings.

4. That I have not been approached or contacted by the aforementioned record title holders directly, or otherwise, for the purpose of redemption of the lots described in these proceedings, although two and one-half years have elapsed since the Treasurer of Anne Arundel County sold said lots.

Noah A. Hillman,

Plaintiff.

Sworn to and subscribed before me, this 23rd day of May, 1947.

Lillian M. Fine,

(Notarial Seal) Notary Public.

Filed May 23, 1947.

DECREE PRO CONFESSO.
22 May , 1947

The Defendants Warren Smadbeck, Violetta Smadbeck, his wife and Deveraux Smadbeck, divorced, and all persons having or claiming to have any interest in the properties describin this case, after Order of Publication duly published, having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication.

It is thereupon this 22 day of May, 1947, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendants.

And it is further ordered that leave is hereby granted to the Plaintiff, to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill, or to file affidavits in lieu thereof.

William J. McWilliams,

Judge

Filed May 23", 1947

D E C R E E .

The time limited in the Order of Publication having expired, said Order having been duly published and the Bill of Complaint being taken pro confesso as against the defendants, Warren Smadbeck, Violetta Smadbeck, his wife, and Devereaux Smadbeck , divorced, and all persons having or claiming to have any interest in the property mentioned in this case, the Bill of Complaint, Exhibits, Affidavit of Plaintiff and Proceedings in this case have been by the Court read and considered; and

IT IS THEREUPON, this 29 day of May, 1947, by the Circuit Court for Anne Arundel County, ORDERED, ADJUDGED AND DECREED, that the Complainant is entitled to relief, and

It is further ADJUDGED AND DECREED that all rights of redemption of all Defendants, whether named or not, and of all persons having or claiming any interest in the property mentioned in these proceedings, their heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest, be, and they are hereby forever foreclosed, the sale of said property by James A. Walton, Treasurer of Anne Arundel County, as Collector of State and County taxes, being finally ratified and confirmed; and

It is further ADJUDGED AND DECREED, that there is now vested in Noah A. Hillman, the Complainant herein, an absolute and indefeasible title, in fee simple, in the hereinafter described property, free and clear of all allegations and descents, except taxes accruing subsequent to the date of sale and public easements to which said property may be subject, the said property being described as follows:

Lots 1004 to 1005; 1028 to 1030; 2353 to 2357; 3033 to 3035; 3348 and 3349; 3401 to 3409; 3413 and 3414; 3447; 3655 to 3660; 3939 to 3943; 4651 to 4655; 5110 and 5111 and improvements; 5678 and 5679 and improvements; 6183 and 6184; all situated at Woodland Beach, First Election District of Anne Arundel County.

BEING ALSO THE LOTS OF GROUND MENTIONED AND DESCRIBED IN Anne Arundel County Certificate

of Tax Sale Number Sixty-eight.

It is further ADJUDGED AND DECREED that Joseph H. Griscom, Treasurer of Anne Arundel County and Collector of State and County taxes execute a deed to Noah A. Hillman, for the aforegoing property upon payment to him of the balance of the purchase price (if any) ,due on account of the purchase price of the property, together with all taxes and interest and penalties thereon accruing subsequent to the date of sale; the said deed to be prepared by the complainant in this case or his attorney and all expenses incident to the preparation and execution of said deed to be paid by the said Noah A. Hillman, complainant.

It is finally ADJUDGED AND DECREED that the Complainant pay the costs of these proceedings.

William J. McWilliams,

Judge.

Filed May 29", 1947.

IN THE MATTER OF THE	:	No. 9882 Equity
ESTATE OF	:	In the
JAMES F. TURNER and	:	Circuit Court
WILLMINA TURNER, his	:	for
wife, and CONSTANCE	:	Anne Arundel County.
AMY TURNER, widow.	:	

; ; : : : : : : ::

PETITION TO DOCKET SUIT AND ASSUME JURISDICTION OF THE TRUST AND ORDER OF COURT THEREON

To the Honorable, the Judge of said Court:

The Petition of George B. Woelfel and William J. Boehm, respectfully shows:

1. That on the 12th day of December, in the year 1949, your Petitioners were duly appointed trustees of James Frank Turner and Willmina Turner, his wife, and Constance Amy Turner, widow, as will more fully appear by reference to the aforesaid deed which is filed herewith as Petitioners' Exhibit No. 1 and is prayed to be taken as part and parcel of this petition as fully as though the same were set forth herein at length.

Wherefore, your Petitioners, prays:

1. That the Court may assume jurisdiction over the trust created by deed dated December 12th, 1949.

And as in duty bound, etc.

William J. Boehm,

George B. Woelfel,

Petitioners.

ORDER OF COURT

UPON the aforegoing petition and exhibit is this 24th day of January, 1950, by the Circuit Court for Anne Arundel County, in Equity,ORDERED that this Court assume jurisdiction of the trust. And the Trustees file bond in the penal sum of Fifteen Thousand ($15,000.00) Dollars.

Benjamin Michaelson,

Judge.

Filed January 24, 1950.

No. 68 Equity- J.H.H.

EXHIBIT NO. I.

D E E D .

No. stamps required, G.B.W.

THIS DEED MADE this 12th day of December, 1949, by and between James Frank Turner and Willmina Turner, his wife, and Constance Amy Turner, Widow, hereinafter called parties of the first part and George B. Woelfel and William J. Boehm, Trustees, herein after called parties of the second part.

WHEREAS the said parties of the first part are owners of a lot of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland and they have agreed that the said parties of the second part shall sell the property hereinafter described, either at public or private sale and divide the proceeds arising therefrom in accordance with this deed, and,

WHEREAS, in order to carry out the trust, this deed is executed.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and the further sum of Ten ($10.00) Dollars, the said parties of the first part do hereby grant and convey unto the said parties of the second part, their successors or assigns, in fee simple.

ALL THAT LOT or parcel of ground, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at a bounded stone at the end of the third line of the whole survey, also at the end of the third line of that part of said tract as conveyed by Sarah E. Armiger and Joshua E. Armiger to Melissa Stevens by deed dated November 5, 1885 and running from said stone and bounding on the outlines of whole survey and the aforesaid conveyance as follows: South forty seven and one half degrees East fifty and one half perches to a bounded stone, thence North forty two and one half degrees East forty nine perches to a bounded stone, thence North forty seven and three quarters degrees West sixty two perches to a post, thence North fifty two degrees West sixty five and one half perches to a stone, thence North forty four degrees East sixty two and one half perches to a stone on the northeast side of Public Road, thence running with and bounding on said road by a line drawn North forty nine and one half degrees West seventy six and one quarter perches to a stake on the Northeast side of said road in the center of the old road bed of the Baltimore and Drum Point Railroad, thence with and bounding in the center line by a line drawn South thirty eight and one half degrees West one hundred thirty four and one half perches, thence South forty degrees East two perches to a post set on the south side of said road, thence leaving said road and running South forty degrees East One Hundred perches to a post in the second line of the deed of Armiger to Stevens, thence running and bounding on said line of whole survey as follows: North forty five and three quarters degrees East thirty nine and three quarters perches, thence South sixty degrees East thirty two and five eighth perches to the beginning, containing 106 3/4 acres more or less.

BEING the same property which was conveyed by Bruner R. Anderson to James F. Turner and Willmina Turner, his wife, for the term of their natural lives and after their death to Irving F. Turner, their Son, said deed being dated the 7th day of February 1918 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 132, Folio 341, and being the same property which was conveyed unto George B. Woelfel by Noah A. Hillman, Trustee, by deed dated the 8th day of June 1940, and recorded among the Land Records of Anne Arundel County

in Liber J.H.H. No. 218, Folio 78, ~~and being the same property conveyed unto George B. Woelfel by Noah A. Hillman, Trustee. by~~ deed dated the 8th day of June, 1940, and re~~corded among the Land Records of Anne Arundel County in Liber J.H.H. No. 218, Folio 78,~~ and being the same property conveyed by George B. Woelfel and Ruth Woelfel, his wife, to James Frank Turner and Willmina Turner, his wife, and Irving F. Turner, their Son, by deed dated the 8th June, 1940 and recorded among the Land Records aforesaid in Liber J.H.H. No. 218, Folio 79, and being the same property conveyed by George B. Woelfel Trustee, unto James Frank Turner and Willmina Turner, his wife, for the term of their natural lives with remainder over to Irving F. Turner and Constance Amy Turner, his wife, as tenants by the entireties, said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 440, Folio 132.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said George B. Woelfel and William J. Boehm, Trustees, their successors and assigns, in fee simple, in special trust and confidence, nevertheless, that they will advertise the said property for sale at public auction at least once a week for three successive weeks stating the time, place, manner and terms of sale in some newspaper printed and published in Anne Arundel County, Maryland; or in the alternative to sell at private sale, prior to public sale, if said property shall gross $35,000.00 or more, and in their discretion with or without the approval and affirmation of any Court and they will collect the proceeds arising therefrom which shall be distributed as follows; under the jurisdiction of the Circuit Court for Anne Arundel County; first, they shall pay the $6,000.00 Mortgage upon said property unto George B. Woelfel, Trustee; second; they shall pay the judgment of Conrad H. Abend and wife filed in law case 1801 Circuit Court for Anne Arundel County in the amount of $2400.00 with interest and costs; third, they shall pay whatever expenses are attached to the sale, including a commission to the Trustees of ten (10%) percent and an Attorneys fee of $500.00 to the parties of the second part; fourth, and after the payment of all other liens they shall divide the proceeds between Constance Amy Turner, Widow, who shall receive 55% as her share and the remaining 45% shall be paid to James Frank Turner and Willmina Turner, his wife.

AND the said parties of the first part do hereby covenant that they will warrant specially the title to the property hereby conveyed and will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the within named Grantors, parties of the first part.

Witness:

George B. Woelfel — Wilmena Turner (SEAL)
Willmina Turner

George B. Woelfel — James Frank Turner
J. Frank Turner (SEAL)

Olen F. Thompson — Constance Amy Turner, (SEAL)
Widow.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 17th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personlly appeared James Frank Turner and Willmina Turner, his wife, and acknowledged the aforegoing deed to be their respective act.

WITNESS my hand and Notarial Seal.

Mary M. Hoff, (SEAL)
Notary Public

(Notarial Seal.)

CITY OF WASHINGTON, DISTRICT OF COLUMBIA:

I HEREBY CERTIFY, that on this 12th day of December, 1949, before me, the subscriber, a Notary Public of Washington, D. C., personally appeared Constance Amy Turner, Widow, and acknowledged the aforegoing deed to be her respective act.

WITNESS MY HAND AND Notarial Seal.

Olin F. Thompson, (SEAL)
Notary Public

(Notarial Seal)

My Commission Expires Nov. 14,1952.

Recorded-23-Dec-1949-at 12-M.

I hereby certify that the property named in this deed has been transferred as provided by act 1920.

R. Harry Arnold, Clerk.

Recorded 23 Dec. 1949, at 12 o'clock Liber J.H.H. No. 551, folio 439.

John H. Hopkins, 3rd, Clerk.

Filed January 24, 1950.

B O N D .

KNOW ALL MEN BY THESE PRESENTS, That we, George B. Woelfel and Willia, J. Boehm of Anne Arundel County, Maryland, as Principals, 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 FIFTEEN THOUSAND ($15,000.00) DOLLARS, current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, ~~firmly by these presents~~, sealed with our seals and dated this 24th day of January, 1950

WHEREAS by virtue of a deed from James F. Turner and Willmina Turner, his wife, and Constance Amy Turner, widow, the said George B. Woelfel and William J. Boehn, were empowered to sell the realty therein described and whereas the Circuit Court for Anne Arundel County has assumed jurisdiction over the trust in a cause entitled, "In the Matter of the Estate of James Frank Turner and Willmina Turner, his wife, and Constance May Turner, widow, No. 9882 Equity", and the said George B. Woelfel and William J. Boehm, are about to execute said power and make sale of the property described in said deed.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, George B. Woelfel and William J. Boehm, do and shall well and faithfully perform the trust reposed in them by said deed 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 property, or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:

Thomas J. Curley

(Corporate Seal)

George B. Woelfel, (SEAL)

William J. Boehm (SEAL)

GLOBE INDEMNITY COMPANY,

A BODY CORPORATE

By John H.Hopkins, IV,

Attorney-in-Fact.

Filed and Approved January 24", 1950.

John H. Hopkins, 3rd, Clerk.

PUBLIC SALE

OF VALUABLE TOBACCO FARM

FRONTING ON THE SOUTH SIDE OF ST. STEPHEN ROAD ABOUT 150 FEET EAST OF THE CRAIN HIGHWAY AT GAMBRILLS, ANNE ARUNDEL COUNTY, MARYLAND, THE IRVING TURNER FARM.

This property contains 106 3/4 acres, more or less, has a frontage of approximately 1254 feet on St.Stephen Road, improved by a frame bungalow containing two bedrooms , kitchen,combination dining room and living room and bath, cement cellar under the entire house, has electricity, running water and central heating plant. Garage, tenant house, large tobacco barn, built in 1946, being 36 X 100 feet, numerous chicken houses, large stable-barn and other outbuildings.

Under and by virtue of the power of sale contained in a deed from James Frank Turner and Willminina Turner, his wife, and Constance Amy Turner, widow of Irving P.Turner, to the undersigned trustees, dated December 12, 1949, and intended to be recorded among the Land Records of Anne Arundel County,the undersigned trustees will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on TUESDAY, JANUARY 24th, 1950, at 11:00 O'CLOCK A. M.,E.S.T.

All that lot or parcel of ground in the aforesaid deed to the aforesaid trustees described by metes and bounds, containing 106 3/4 acres, more or less, and being the same property which was conveyed by George B. Woelfel,Trustee, to James Frank Turner and Wilhelminina Turner, his wife, for the term of their natural lives with the remainder to Irving F. Turner and Constance Amy Turner, his wife,said deed being recorded among the Land Records aforesaid in Liber J.H.H. No. 440,folio 132.

TERMS OF SALE: A deposit of $5,000 will be required of the purchaser on the day of sale, balance to be paid in cash upon the ratification of the sale. Deferred payments to bear interest at the rate of 6% or all cash at the option of the purchaser.

For further particulars, apply to

George B. Woelfel and

William J. Boehm,

Trustees.

9-11 School Street,Annapolis, Maryland.

AUCTIONEER'S CERTIFICATE & PURCHASER'S AGREEMENT.

January 24th, 1950

I hereby certify that upon this 24th day of January, 1950, I sold the within described property unto Merton LeRoy Canter and Mary Canter, his wife at and for the sum of Fourteen thousand five hundred fifty - he being at that sum the highest bidder therefor.

Witness my hand and seal. Geo. W Scible (Seal)

Witness:

George B. Woelfel.

Auctioneer for George B. Woelfel and
William J. Boehm, Trustees.

PURCHASERS' AGREEMENT

We hereby certify that upon this 24th day of January, 1950, We purchased from George B. Woelfel and William J. Boehm, Trustees, the within described property at and for the sum of Fourteen thousand five hundred fifty Dollars, and we do hereby agree to comply with the terms of said sale.

Witness my hand and seal.

Witness — Mertin Leroy Canter (SEAL)
George B. Woelfel — Mary E. Canter (SEAL)

Filed 26" January, 1950.

TRUSTEES' REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel and William J. Boehm, Trustees appointed by a deed from James Frank Turner and Willmina Turner, his wife, and Constance Amy Turner, widow of Irving F. Turner, to the said Trustees, dated December 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 551, folio 439, to make sale of certain real estate 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 deed, and giving notice of the time place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, and the Souther Maryland Times,another weekly newspaper, published in Anne Arundel County, 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, on the 24th day of January, 1950, at 11:00 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said deed, situated in the Fourth Election District of Anne Arundel County, and more particularly described as follows:

"Beginning for the same at a bounded stone at the end of the third line of the whole survey, also at the end of the third line of that part of said tract as conveyed by Sarah E. Armiger and Joshua E. Armiger to Melissa Stevens by deed dated November 5, 1885, and running from said stone and bounding on the outlines of whole survey and the aforesaid conveyance as follows: South 47½° East, 50½ perches to a bounded stone, thence North 42½° East, 49 perches to a bounded stone, thence North 47 and 3/4° degrees West, 62 perches to a post, thence North 52° West, 65½ perches to a stone, thence North 44° East, 62½ perches to a stone on the northeast side of public road, thence running with and bounding on said road by a line drawn North 49½° West, 76¼ perches to a stake on the Northeast side of said road in the center of the old road bed of the Baltimore and Drum Point Railroad, thence with and bounding in the center line by a line drawn South 38½° West, 134½ perches, thence South 40° East, 2 perches to a post set on South side of said road, thence leaving said road and running South 40° East, 100 perches to a post in the second line of the line of -

Armiger to Stevens, thence leaving and bounding on said line of whole survey as follows: North 45 and 3/4° East, 39 and 3/4 perches, thence South 60° East, 32 and 5/8 perches to the beginning, containing 106 and 3/4 acres, more or less."

And your said Trustees sold the above described property to Mertin Leroy Canter and Mary H. Canter, his wife, Mitcheville, Prince Georges County, Maryland, for the sum of Fourteen Thousand Five Hundred Fifty ($14,550.00) Dollars, they being at that sum the highest bidder therefor, the terms of said sale being a deposit of Five Thousand ($5,000.00) Dollars paid by the purchasers on the day of the sale, balance to be paid in cash upon the ratification of the sale, deferred payments to bear interest at the rate of 6% or all cash at the option of the purchaser.

Respectfully submitted,

George B. Woelfel, Trustee

William J.Boehm, Trustee.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 25th day of January, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George B. Woelfel and William J. Boehm, Trustees named in the above report of sale, and made oath in due form of law, that the latters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff,

(Notarial Seal) Notary Public.

Filed January 26", 1950.

ORDER NISI

ORDERED, this 26" day of January, 1950, That the sale of the property mentioned in these proceedings made and reported by George B. Woelfel and William J. Boehm, Trustees appointed by a Deed from James Frank Turner and Willmina Turner, his wife and Constance Amy Turner, widow, to the said Trustees, to make said sale BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27" day of February,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 27" day of February, 1950 next. The report states that the amount of sales to be $14,550.00.

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. #9882-James F. Turner was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis,Anne Arundel, 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.6742. By R. L. Brown.

Filed March 1, 1950.

(For Order Nisi, see page 14, written in error which should have been pg. 13)

(Continued on Page 14)

FOUR HUNDRED SIXTY ONE DOLLARS ($2461.00) current money with interest from the 1st day of September, 1949, and costs of suit plus ten per cent Attorneys collection fee. All exemptions and stay laws waived. Plaintiff's cost $9.25

copy $1.00 paid by George B. Woelfel. Defendant's Costs $5.00

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 affix the seal of the Circuit Court for Anne Arundel County, this 17th day of February, 1950.

(Court Seal)

John H. Hopkins, 3rd,
Clerk of the Circuit Court for Anne Arundel County.

Filed February 21, 1950.

ORDER OF COURT

Upon the foregoing petition it is this 21st day of February, 1950, by the Circuit Court for Anne Arundel County, ORDERED that the Court Auditor be and she is hereby directed, in stating the account in the above-entitled cause, to allow the claim of Conrad H. Abend and Anne M. Abend, his wife, in the order of its priority.

Benjamin Michaelson,
Judge.

Filed February 21" 1950.

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Nelson S. Phelps and Margaret I. Phelps, his wife, under the mortgage to them from James F. Turner and Willmina Turner, his wife, and Irving F. Turner and Constance Amy Turner, his wife, dated the 8th day of January, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 507, folio 381.

Amount of principal due on promissory note dated January 8, 1949, payable 3 years after date, 6% interest payable semiannually, being the principal note described in and secured by said mortgage, now due by reason of an express covenant by James F. Turner and Willmina Turner, his wife, and Constance Amy Turner, widow, contained in a deed of trust executed by them on December 12, 1949, to George B. Woelfel and William J. Boehm, Trustees, said deed having been filed earlier as part of these proceedings.

Principal due $6,000.00

Interest thereon from June 8th, 1949.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that upon this 20th day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above named Nelson S. Phelps and Margaret I. Phelps, his wife, who made oath in due form of law that the foregoing is a true statement of the amount remaining due them of their mortgage claim described therein, and that they have not received any security or satisfaction therefor, other than the promissory note and the deed of mortgage referred to in said statement.

(Notarial Seal)

Mary M. Hoff, Notary Public.

Filed February 23", 1950.

(Continued from page 13)

J.H.H. No. 68 Equity

FINAL ORDER

ORDERED BY THE COURT, This 1st day of March, 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 they shall produce vouchers for the Auditor.

Benjamin Michaelson,

Judge.

Filed March 1st, 1950.

P E T I T I O N

To the Honorable, the Judge of said Court:

The petition of Conrad H. Abend and Anne M. Abend, his wife, respectfully shows:

1. That on September 1, 1949, in this Honorable Court, they were awarded judgment against Irving F. Turner and Constance Amy Turner, his wife, in Law case No. 1801, in the amount of Two Thousand Four Hundred Sixty One ($2461.00) Dollars, current money with interest from the 1st day of September, 1949, and costs of suit plus 10% Attorney's collection fee, as will more fully appear from the certified copy of said judgment filed herewith as petitioners' exhibit No. 1, and prayed to be taken as part and parcel of this petition.

2. That under the terms of the deed of trust from James F. Turner and Willmina Turner his wife, and Constance Amy Turner, widow, to George B. Woelfel and William J. Boehm, Trustees, by which deed the said trustees were empowered to make sale of the property therein described, it is stipulated by the said grantors, James F. Turner, Willmina Turner, and Constance Amy Turner that the said trustees "will collect the proceeds arising therefrom (i.e., the sale) which shall be distributed as follows:"..."second, they shall pay the judgment of Conrad H. Abend and wife filed in Law case No. 1801, Circuit Court for Anne Arundel County, in the amount of $2400.00, with interest and costs..."

3. That a sale was made by said trustees on January 24, 1950, the amount of such sale being $14,550.00, and this Honorable Court has Ordered that such sale be ratified and Confirmed unless cause to the contrary thereof be shown on or before the 27th day of February, 1950, and upon the ratification and confirmation of said sale the proceedings will be forwarded to the Court's Auditor to state an account.

WHEREFORE your petitioners pray,

(1) That this Honorable Court may direct the Court Auditor, in stating the account in the above entitled cause, to allow the claim of your petitioners in the orders of its priority.

And as in duty bound, etc.,

George B. Woelfel,
Attorney for Petitioners,
9-11 School Street, Annapolis, Md.

Filed February 21, 1950

No. 1801 LAW — IN THE CIRCUIT COURT FOR ANNE ARUNDEL CO.

C. H. Abend and
Anne M. Abend his wife
vs
Irving F. Turner and
Constance A. Turner, his wife.

_____ TERM, 19--

; 1949 September 2nd, Narr, Note and Order to enter Judgment by Confession filed.

: 1949. Sept. 1st Judgment by confession in favor of the Plaintiff for the sum of Twenty four

(See Page 13 for balance of this)

PETITION OF MERTIN LEROY CANTER AND MARY H.CANTER, HIS WIFE

to restore property.

To the Honorable, the Judges of said Court:

The petition of Mertin Leroy Canter and Mary H. Canter, his wife, respectfully shows:

That on the 12th day of December, 1949, James Frank Turner and Willminia Turner, his wife, and Constance Amy Turner, widow, conveyed the property mentioned in these proceedings to George B. Woelfel and William J. Boehm, Trustees, The said George B. Woelfel being the representative of James Frank Turner and wife, and the said William J. Boehm being the representative of Constance Amy Turner,

That pursuant to the power of sale contained in said deed of trust said Trustees advertised the property for sale and especially stated in the advertisement and report at the time of sale that the said house on the premises contained a central heating plant.

That thereafter on the 24th day of January 1950 this Honorable Court assumed jurisdiction in the premises, bond was filed by the Trustees and your petitioners purchased said property at the Court House door on the 24tn day of January, 1950, for the sum of $14,550.00, which purchase price has been fully paid, and the sale ratified on the first day of March,1950.

That on or about February 21, 1950, and three days before the sale was ratified Constance Amy Turner removed or caused to be removed the central heating plant, the electric range in said house, cut the cable leading from said range to the switch box and permitted the fuel oil to be spilt over the floor of the basement.

That although your petitioners made an effort to have said articles returned the said Constance Amy Turner has refused to return them.

That your petitioners allege that said articles were fixtures and a part of the real estate and passed to them as purchasers.

That your petitioners were not able to obtain a key to to the dwelling and did not know that the fixtures had been removed until after the sale had been ratified and the deed delivered and purchase price paid.

Wherefore your petitioners pray the Court to require the said Constance Amy Turner to return the fixtures aforesaid or to show cause why she should not be cited for contempt of Court, and in the event said articles are not returned the said Constance Amy Turner be required to pay for the value of said articles, removed and destroyed, out of her portion of said proceeds of said sale.

Merton LeRor Canter

Marvin I. Anderson Mary H. Canter

Solicitor for Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 17th 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 County aforesaid, personally appeared Mertin Leroy Canter and Mary H. Canter, his wife, and they made oath in due form of law that the matters and facts stated in the aforegoing petition are true as therein set forth.

Witness my hand and seal Notarial.

Myrtle Sturm,

(Notarial Seal) Notary Public.

Filed March 20", 1950.

ORDER OF COURT

Ordered this 20th day of March, 1950, by the Circuit Court for Anne Arundel County that the said Constance Amy Turner be and appear in this Court in person on the 31st day of March, 1950, at 10 o'clock A.M., to show cause, if any she has, why the relief prayed for in this petition should not be granted, provided a copy of this petition and order be served on the said Constance Amy Turner or William J. Boehm her Attorney , on or before the 28th day of March, 1950.

Benjamin Michaelson,

Judge.

I hereby certify that I have mailed to William J. Boehm Attorney for Constance Amy Turner, a copy of Petition and Order this 20th day of March, 1950.

Marvin I. Anderson,

Attorney for Petitioners.

FILED March 21", 1950.

ANSWER

The Answer of William J. Boehm, Trustee, to the petition filed in the above cause by Mertin L. Canter and Mary R. Center, his wife, respectfully shows:

That the alledged electric range or stove was in no manner affixed to the real estate and was not a part of the Central Heating plant as alledged by your petitioners; that said Slectric stove was personal property of Constance Amy Turner and was never intended or represented as a fixture.

That the said premises had no permanent fixed heating plant as alledged by your petitioners, but there was a "pot bellied" Heatrolla kerosene stove, not affixed or attached to the real estate in any manner or form so as to consider the same a fixture.

That Constance A. Turner is now undergoing treatment at a Rest Home in Montgomery County and is not in physical condition to appear in Court in compliance with the Court Order. That Mrs. Shepherd, daughter of Constance Turner, who resides in 4904 Russell Ave., Washington, D. C. 18, furnished the above information.

That said "pot bellied" kerosene stove was located by the trustee and the same appeared to be of the size 32" height, 26" in depth, and 28" in width and that Constance A. Turner admitted she paid $115.00 for said stove in 1945 and offered the same back to your petitioners and was willing to pay costs for the return, your Petitioners refused.

Having answered said Petition, your respondent prays to be hence dismissed with costs.

William J. Boehm,

Copy mailed to office of Marvin I. Anderson, this 28th day of March, 1950.

William J. Boehm.

Filed March 28", 1950.

PETITION

To the Honorable, the Judge of said Court:

The petition of Clyde B. Bowen respectfully shows:

1. That on March 22nd, 1950, in this Honorable Court, he was awarded judgment against Constance Amy Turner in Law Case No. 2183 in the amount of Four Hundred Fifteen and 53/100ths ($415.53) Dollars, current money, with interest from the 1st day of March, 1950, and costs of suit plus $41.55 as 10% attorney's collection fee, as will more fully appear from the

certified copy of said judgment filed herewith as petitioner's exhibit No. 1.

2. That on January 24th, 1950, pursuant to the terms of a deed of trust from James F. Turner and Willmina Turner, his wife, and Constance Amy Turner, widow, to George B. Woelfel and William J. Boehm, Trustees, dated December 12th 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 551, folio No. 439, the said George B. Woelfel and William J. Boehm, Trustees, sold the property described in the aforesaid deed of trust to Mertin Leroy Canter and Mary H. Canter, his wife, at and for the sum of $14,550.00.

3. That your petitioner is advised that the share of Constance Amy Turner from said sale is more than sufficient to satisfy the aforesaid judgment.

Wherefore, your petitioner prays:

(1) That this Honorable Court may direct the Court Auditor, in stating the account in the above entitled case, to allow the claim of your petitioner in the order of its priority.

And as in duty bound, etc.

George B. Woelfel,

Attorney for Petitioner, 9-11 School Street.

Filed March 29", 1950

Law

2183

C. B. Bowen
(Woelfel)

vs

Constance Amy Turner
(Curley)

: IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

: 1950 March 22, Narr, note and Order to enter judgment by confession fd. 1950 March 22, Judgment by confession in favor of the Plaintiff for the sum of Four Hundred fifteen dollars and fifty-three cents ($415.53) current money with interest from the 1st day of March 1950 and cost of suit plus $41.55 Attys. collection fee all exemptions and stay laws waived summons isd., non est.

Indexed in Judgment Index.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I HEREBY CERTIFY, That the above is truly taken from the Record of Proceedings of the Circuit Court for Anne Arundel County, in the above entitled cause.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this 30th day of March, 1950.

(Court Seal)

John H. Hopkins, 3rd,

Clerk of the Circuit Court for Anne Arundel County.

EXHIBIT NO. 1 WITH PETITION OF CLYDE B. BOWEN.

Filed March 29", 1950

ORDER OF COURT TO RESTORE PERSONAL PROPERTY

The petition of Mertin Leroy Canter and Mary H. Canter, his wife, having come on for hearing and the parties being present in person or by counsel, counsel having been heard, it is this 31st day of March, 1950, ordered by the Circuit Court for Anne Arundel County, sitting in Equity, that Constance Amy Turner return the heating plant mentioned in the petition to the house and farm from which is was removed, or or before the 15th day of April, in the year 1950; and upon her failure to do so it is further adjudged, ordered and decrees that the said Constance Amy Turner pay to the said Mertin Leroy Canter and Mary H. Canter, his wife, the sum of One hundred dollars, the estimated value of said heating plant, said sum to be allowed by the Auditor's Account out of any proceeds she may have coming to her from

the sale of the real estate in this case.

Benjamin Michaelson,

Judge.

Copy of the above order mailed to William J. Boehm, Attorney for Constance Amy Turner, this 4th day of April, 1950.

Marvin I. Anderson,

Attorney for Petitioners.

Filed March 31", 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 26, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Estate of James F. Turner and Willmina Turner, his wife and Constance Amy Turner, Widow, in ac.

To Trustees for Commissions (10% of $14,613.67, as provided in deed of Trust)	1,461.37	
To Trustees for Fee provided in deed of trust, viz:	300.00	1,761.37
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	36.00	64.75
To Trustees for Expenses, viz:		
Capital-Gazette Press-adveritising sale	30.00	
Capital-Gazette Press-handbills and tax	9.69	
Capital-Gazette Press- order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
Southern Maryland Times-advertising sale	20.00	
Globe Indemnity Co.-bond premium	60.00	
George W. Scible-auctioneer's fee	35.00	
E. F. Joyce, Agent-adjustment of fire insurance premium	14.22	
One-half Federal revenue stamps	8.25	
One-half State revenue stamps	8.29	
Mary M. Hoff- notary fees	1.50	196.91
To Trustees for Taxes, viz:		
1950 State and County taxes ($74.94-adjusted to 1/24/50)	4.80	4.80
To Trustees for Liens, viz:		
(1) Nelson I. Phelps and Margaret I. Phelps,-		
in full for mortgage claim filed, viz:		
Debt	$ 6,000.00	
Interest from 6/8/49 to 3/3/50	268.00	
Recording release	.75	6,268.75

(2) Conrad H.Abend and Anne M.Abend-judgment creditors-in full payment #1801 Law, viz:			
Debt	$2,461.00		
Interest from 9/1/49 to 3/3/50	74.65		
Court costs	15.25		
Attorney's collection fee	246.10	2,797.00	9, 065.75
(3) Clerk of Court- Court costs in #9738 Equity- Irving Turner vs James Frank Turner, et al		29.40	
(4) Clerk of Court-Court costs in #9810 Equity- Constance Amy Turner vs James Frank Turner		34.75	64.15
BALANCE FOR DISTRIBUTION -	$3,455.94		
Distributed as follows in accordance with provisions of deed of trust, viz :			
To James F. Turner and Willmina Turner, his wife, forty-five per cent			1,555.17
To Constance Amy Turner,Widow of Irving F.Turner- fifty-five per cent-	$1,900.77,		
distributed as follows:			
(1) To Merton L Canter and Mary H.Canter,his wife, in full for claim allowed by Order of 4/15/50			100.00
(2) To Clyde B. Bowen,judgment creditor (#2220 Law and attachment proceedings thereon)-amount of claim, viz:			
Debt -	$ 415.53		
Interest from 3/1/50 to 5.1.50	4.15		
Court costs	14.25		
Atty's collection fee	41.55		
Attachment case:			
Court costs	11.75		
Garnishee Case- (#2240 Law)-			
Court costs	10.75	497.98	
(3) To Constance Amy Turner- this balance		1,302.79	3,455.94
			14,613.67

WITH George B. Woelfel and William J. Boehm, Trustees Cr.

1950			
Jan. 24 Proceeds of Sale		14,550.00	
Interest on deferred payment from 1/24/50 to 3/3/50.		63.67	14,613.67
			14,613.67

Filed April 27, 1950

ORDER NISI

ORDERED,This 26" 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 29" 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 29" day of May next.

John H. Hopkins, 3rd, Clerk.

Filed April 27", 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. May, 29, 1950.

We hereby certify, that the annexed Order Nisi-Eq.,#9882-Auditor's Account JAMES TURNER 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 May, 1950. The first insertion being made the 3rd day of May, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 5183. By R. L. Brown

Filed June 23", 1950.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 24th day of June, 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 24" June, 1950.

ELIZABETH A. MOONEY, et al,	:	Equity No. 56006 EQUITY D. C.
Plaintiffs,	:	. . . . .
Vs.	:	No. 7792 Equity
THE FEDERAL AMERICAN NATIONAL BANK,	:	In the Circuit Court for
Defendant.	:	Anne Arundel County.

FOR PREVIOUS RECORDS SEE J.H.H. No. 67, folios 182-183 Equity Records.

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UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA.

ELIZABETH A. MOONEY, et al.	:	
Plaintiffs	:	
vs	:	No. 56006 Rquity
THE FEDERAL AMERICAN NATIONAL BANK.	:	
Defendant	:	

I, HARRY M. HULL, Clerk of the UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA, do hereby certify the annexed to be a true and correct copies of the originals Bill of Complaint, Filed Aug 1, 1933; Accounts,Capital,Filed Aug. 1, 1933; Answer of Defendant, Filed Aug. 1,1933 as (they) appear of record in the Clerk's Office of the said Court in the above entitled cause.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court.at the City of Washington,this 12th day of April, 1950.

(District Court Seal)

Harry M. Hull, Clerk

By Jane E. Bangs, Deputy Clerk.

IN THE SUPREME COURT OF THE DISTRICT OF COLUMBIA

Holding an Equity Court.

Elizabeth A. Mooney,	:	
Grace Mooney Richards,	:	
Grace Elizabeth Richards, Infant,	:	F I L E D
by her next friend Grace Mooney Richards,	:	AUG. 1, 1933
Alvin Richards Address: 1544 First Street, S.W. Washington, D. C.	:	FRANK E. CUNNINGHAM, Clerk.
Lucinda E. Mooney, Address: Albemarle Co.,Va,	:	
Edgar Mooney Oliver, Infant, by his next friend C.Percy Oliver, Address: Clarendon, Va.	:	
C. Clinton James,	:	
Dr. A. W. Cummings	:	Equity
Walter Price	:	No. 56006
E. T. Rice,and	:	
Walter G. Davis, Trustees, Address: C/o C. Clinton James,Esq. 900 F Street, N. W., Washington, D. C.,	:	
Plaintiffs,	:	
vs	:	
The Federal-American National Bank and	:	
Trust Company, also known as The Federal	:	
-American National Bank, Trustee, (a body Corporate). Address: 619 14th Street, N.W., Washington, D. C.	:	
Defendant.	:	

BILL OF COMPLAINT.

TO THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

Plaintiffs state as follows:

1. The plaintiffs Elizabeth A. Mooney, Grace Mooney Richards and Alvin Richards, are citizens of the United States and residents of the District of Columbia, and bring this suit in their own right, as beneficiaries of the trust estate hereinafter referred to; the plaintiff Lucinda E. Mooney is a citizen of the United States and a resident of the State of Virginia and brings this suit in her own right; plaintiff Grace Elizabeth Richards is a citizen of the United States and a resident of the District of Columbia, is an infant born May 22, 1930 and brings this suit in her own right, by her mother Grace Mooney Richards, as next friend, as the person who at this time upon the death of said Grace Mooney Richards and Elizabeth A. Mooney would be the heir at law of William E. Mooney, Deceased; plaintiff Edgar Mooney Oliver, is a citizen of the United States and a resident of the State of Virginia, is a minor of the age of nine years brings this suit in his own right by his father as next friend, C. Percy Oliver; plaintiffs C. Clinton James, Walter G. Davis, Dr. A. W. Cummings, Walter Price, and E. T. Rice are citizens of the United States and residents of the District of Columbia and bring this suit as Trustees of the Fifth Baptist Church, a religious corporation of the District of Columbia, beneficiary of said trust estate as will hereinafter appear.

2. The defendant, The Federal-American National Bank and Trust Company, also known as The Federal-American National Bank, is a banking corporation doing business in the District of Columbia, and is sued herein as trustee under the will of William E. Mooney, Deceased.

3. That William E. Mooney died in the District of Columbia Oct. 29/31 leaving a last will and testament dated January 6, 1928 which was duly admitted to Probate and Record November 13, 1931 in the Probate and Record November 13, 1931, in the Probate Branch of this Honorable Court, by which was devised certain real and personal estate to the Federal American National Bank in trust to possess, manage and control and collect and receive the rents, issues and profits and income from the same and to care for the same and to apply the same toward the payment of fire insurance, taxes, and necessary repairs and interest on incumberances on real estate, if any, with power to sell, encumber, invest, reinvest, as in the discretion of said trustee may be deemed for the best interest of the parties concerned, to set aside the sum of $1500 toward the expense of a college education of Edgar Mooney Oliver, infant plaintiff herein, and out of the net income to pay to plaintiff Lucinda E. Mooney the sum of $25.00 per month, and further to pay out of income or principal the sum of $150.00 per month to plaintiff Elizabeth A. Mooney, and the sum of $200. per month to plaintiff Grace Mooney Richards, and further to apply a sum equal to 5% of any amount paid within 10 years of testator's death, by the Trustees of the Fifth Baptist Church on its mortgage indebtedness of not more than $23,000, and upon the death of Elizabeth A. Mooney and Grace Richards Mooney to pay the plaintiff Alvin Richards, if living, the sum of $5000.00 and to convey and set over all the rest and residue of said trust estate to the heirs at law of said testator. Said trust is more particularly set out in the attached copy of said will which is prayed to be read as a part hereof as fully as if incorporated herein.

4. That said trust was accepted by The Federal-American National Bank and Trust Company, successor to the Federal American National Bank, which now desires to resign said trust, and has so advised these petitioners by notice attached hereto which is prayed to be read as a part hereof.

5. That there is now in possession of said resigning trustee to be applied to the purposes of said trust personal property as set out in the attached Account of said Trustee, of the value of about $4,396.25 and real estate located in the District of Columbia, Maryland, and Virginia, as set out in attached schedule which is prayed to be read as a part hereof which is of the assessed value of about $27,955.00 exclusive of a farm in Albemarle County, Virginia, the value of which is unknown to these plaintiffs. Plaintiffs are willing that the attached accounts of said resigning trustee be accepted as correct without further audit, an examination having been made of said accounts at the request of some of the plaintiffs herein, and that an offer of said resigning trustee to accept in payment for its services 5% of the income of said estate and the sum of $500.00 in lieu of commission on the principal thereof be accepted and payment thereof be made at the earliest convenient time.

6. Plaintiffs are advised that by reason of the facts herein set forth they have the right, as persons interested in said trust estate to petition this Honorable Court for the appointment of a trustee in the place and stead of said resigning trustee.Plaintifffs

respectfully inform the Court that said trust estate consists principally of about fourteen small rental properties which require a great amount of personal attention to the rental collections and the making of repairs which duties these plaintiffs believe could be more economicallyperformed by some individual acting as trustee and they therefore respectfully recommend to the Court that the plaintiff Grace Mooney Richards, or said Grace Mooney Richards and/or Charles L. Norris, the latter of whom is a lawyer and is engaged in the real estate business in the District of Columbia, be appointed as substitute trustee or trustees.

Wherefore the premises considered plaintiffs pray:

1. That the resignation of the Federal American National Bank and Trust Company as trustee aforesaid be accepted.

2. That Grace Mooney Richards, or said Grace Mooney Richards and/or Charles L.Norris, be substituted in the place and stead of said resigning trustee and clothed with all of the powers, rights, duties and responsibilities intended by said testator to be had and performed by the trustee named in the aforesaid last will and testament.

3. That upon surrender by the said resigning trustee to said substituted trustee or trustees of the personal and real property shown in the attached schedules and statements to be in its possession, and the filing herein by said resigning trustee of the receipts therefor, the said resigning trustee shall be forever released and discharged from any and all liability in connection with said trust estate and its management thereof, and receive for its services a commission of 5% on the income and the sum of $500. as commissions on principal.

4. For such other and further relief as to the Court may seem proper.

Elizabeth A. Mooney
(Grace Mooney Richards, individually and
(as next friend of
(Grace Elizabeth Richards, Infant
(Edgar Mooney Oliver, Infant by
(C. Percy Oliver,as next friend
Alvin Richards
Lucinda E. Mooney
C.Clinton James
A. W. Cummings
E. T. Rice
Walter Price
Walter G. Davis
) Trustees Fifth Baptist Church

District of Columbia, ss:

I, Elizabeth A. Mooney, do solemnly swear that I have read the foregoing Bill of Complaint subscribed by me and know the contents thereof, that the statements of facts therein made as of my personal knowledge are true and those made as upon information and belief I believe to be true.

Elizabeth A. Mooney

Subscribed and sworn to before me this 18th day of July, 1933.

Lloyd R. Turner

(Notarial Seal) Notary Public

Charles L. Norris, Attorney for Plaintiffs, 2130 Penna Ave., N.W., Washington, D. C.

WHEREAS, the Federal-American National Bank and Trust Company, formlerly the Federal-American National Bank, of Washington, D. C., was appointed as trustee under the last will and testament of William E. Mooney, bearing date the 6th day of January, 1928, and duly entered into its duties as such; and

WHEREAS, the Federal-American National Bank and Trust Company, not having received a license to continue to operate on an unrestricted basis, is required to discontinue all of its business of a fiduciary nature.

NOW, THEREFORE, the Federal-American National Bank and Trust Company does hereby submit its resignation as trustee under the said last will and testament of William E. Mooney, deceased, and does request that action be taken for the appointment of a substituted trustee or trustees in order that said bank may be finally discharged as such trustee and relieved of all further liability and accountability in connection with such trust.

FEDERAL-AMERICAN NATIONAL BANK AND
TRUST COMPANY

O.K./EG By John Wood,

July _ , 1933. Conservator.

ACCOUNT OF THE FEDERAL-AMERICAN NATIONAL BANK AND TRUST CO.

TRUSTEE UNDER THE WILL OF WILLIAM E. MOONEY.

Capital Account

		Received $	Disbursed $
Received from executor of estate:			
31½ shs.	American Temperance Life Insurance Co., exchanged for and now represented by		
25½ shs.	Equitable Life & Casualty Co.,Class B, com. stock		
1 sh	Builders Exchange Exhibit Co.		
$50.	note of Building Trades Employers Assn. due June 5'31		
52 shs.	Consolidated Mortgage Corp. 2nd pfd.		
1/2 shs.	Consolidated Mortgage Corp. Script Cert.		
45 shs.	Consolidated Mortgage Corp. com.		
85 shs.	North Amer.Development Corp. Voting Tr. Cert.		
88 shs.	North Amer. Development Corp. Cert. of Escros for 88 shs. Voting Trust Cert.		
8 shs.	Rosslyn Steel and Cement Co.		
133 shs.	Washington Mechanics Mortgage Co. com.		
50 shs.	Prudential Building Ass'n Membership Cert.		
$2944.75	in notes of C. Percy Oliver, secured on Property in Virginia.		
$ 989.00	note of Trustees,Hamiline M.E.Church, due January 22, 1932.		
	Cash, as shown by executor's final account		44.46
1932 June 7	Elizabeth A. Mooney,proceeds from sale of derrick		10.00
Nov.30	Grace Mooney Richards, purchase of lots 29&31, Square 656		518.00
Dec. 6	Elizabeth A. Mooney, proceeds from sale of lumber		18.00

Filed Aug. 1,1933
Frank E. Cunningham, Clerk

1933				
Jan.	11	Delos H. Smith, account paid	9.54	
	18	Joseph H.Newton, purchase of part of lot 33, square 656	200.00	
Mar.	24	Charles M. Remey, payment in full	133.13	
1932				
Nov.	30	Elizabeth A. Mooney, distribution		150.00
	30	Grace M. Richards, distribution		200.00
Dec.	14	Morris & Eagan, work on Remey job		6.35
	29	Elizabeth A. Mooney, distribution		150.00
	29	Grace M. Richards, distribution		200.00
1933				
Jan.	18	Register of Wills, costs		5.04
	26	Kenneth Hulse, Notary fee to deed		.25
	28	Elizabeth A. Mooney, on account of distribution (replaced by new check March 25)		78.84
	28	Grace M. Richards, on account of distribution		105.12
July	7	Balance on hand		37.53
			$ 933.13	$ 933.13

Said trustee also received from executor to
be applied to debt of 5th Baptist Church $ 600.00
There has been so applied per Will 137.50
BALANCE reserved for future application $ 462,50

Said trust estate is indebted to the Federal American National Bank and Trust Company in the amount of $900.00 being the balance due on commission as executor of the Will of W. E. Mooney, deceased, and to C. Clinton James, Esq., the sum of $300.00 for professional services in the administration of said estate.

INCOME ACCOUNT

1932.			Received	Disbursed
Dec.	13	Floyd E. Davis, rents	220.40	
1933				
Jan.	10	Floyd E. Davis, rents	189.47	
Feb.	11	Floyd E. Davis, rents	238.40	
Mar.	24	Floyd E. Davis, Rents	258.49	
Apr.	18	Floyd E. Davis, rents	208.05	
May	17	Floyd E. Davis, rents	198.55	
	23	W. S. Chesley, refund of Workmen's Compensation Insurance premiums	27.41	
	29	National Fire Ins. Co.,Fire damage 949 Md. Ave,, S. W.	90.00	
June	2	Equitable Fire & Marine Ins. Co.,Fire damage 949 Md., Ave., S. W,	359.64	
	16	Floyd E Davis, rents	214.13	
1932				
Nov.	30	Lucimda E. Mooney, distribution		25.00
Dec.	2	Harry H. Conrad, repairs 55 N St.,S.W.		23.00
	2	" " " , roof repairs 945 Md. Ave.,SW		9.50
	2	" " " , roof repairs 1267 Half St.SW		29.00
	8	" " " , plumbing 1267 Half ST SW		24.20

Dec. 8	" " "	exterior repairs 63M St S.E.	21.00
	20 " " "	excavating & repairs 1265 Half ST. S. W.	25.13
	20 " " "	on account repairs 1817 1st St. S.W.	50.00
	24 " " "	repairs 1269 Half ST.SW	6.00
	29 Lucinda E. Mooney,	distribution	25.00
	29 Harry E.Allen,	1/2 of S.A.int South River property	52.50
1933			
Jan	10 Harry H. Conrad,	repairs 1269 Half ST. SW	9.75
	10 " " "	repairs 63 M. St.S.E.	5.75
	10 " " "	repairs 51 N ST SW	11.50
	10 " " "	repairs 1265-67-69 Half ST. SW	24.15
	10 " " "	repairs 1263 Half ST SW	13.15
	24 " " "	on account repairs 1817 1st ST SW	50.00
	28 Lucinda E.Mooney,	distribution	25.00
	30 Harry H. Conrad,	repairs 61 M ST SE	16.00
	30 " " "	repairs 1265 Half ST. SW	12.62
Feb.	11 Harry H. Conrad,	repairs 51 N St S W	6.50
	11 " " "	on account repairs 1618 1st St.S.W.	50.00
	25 " " "	plumbing 747 Md Ave., S.W.	4.85
	25 " " "	repairs 51 N ST., S.W.	6.83
	28 Lucinda E. Mooney,	distribution (Replaced by new check March 29)	25.00
Mar.	25 One-half 1933 real estate tax South river, Md. property		45.54
	25 1933 real estate tax on South River Md. property		83.16
	28 D. C.personal tax, 2nd half 1933		13.58
	28 D. C. real estate tax, 2nd half 1933 on:		

Lot 807	Sq. 385	- 15.98	Lot	45	Sq. 650	-	8.23	
" 808	" 385	- 8.28	"	46	" 650	-	9.05	
" 809	" 385	- 4.96	"	19	" 656	-	1.55	
" 11	" 607	11.31	"	27	" 656	-	6.29	
" 40	" 650	- 11.04	"	28	" 656	-	7.86	
" 41	" 650	- 8.09	"	800	" 656	-	2.33	
" 42	" 650	- 6.39	"	151	" 701	-	14.75	
" 43	" 650	- 8.25	"	152	" 701	-	14.75	
" 44	" 650	- 8.23	"	24	" 703	-	10.27	157.61

	28 Fire ins. premium on 61-63 M St, & 947-949 Md.Ave.,		9.41
	28 Lucinda E. Mooney, distrubution		25.00
	Amounts forwarded	2,004.54	886.12
1933	Amounts forwarded	Received 2,004.54	Disbursed 886.12
Mar. 28	Harry H. Conrad, infull of repairs 1817 1st St S.W.		48.70
29	D.C. real estate tax, 2nd half 1933,lot 812 Sq. 656		5.36
Apr. 25	Harry H. Conrad, repairing floor & door 53 N St.S.W.		5.10
	Harry H. Conrad, plastering & papering 947 Md Ave.SW.		48.80
	" " " replacing window glass 947 Md.Ave,SW.		3.40
	" " " plumbing 945 Md. Ave. S.W.		5.51

		" " "	plumbing 63 M St. S.W.	8.85
		" " "	downspout 1267 Half ST. SW	12.85
		" " "	exterior repairs 59 N STSE	25.18
Apr.	28	Lucinda E. Mooney,	distribution	25.00
	28	Elizabeth A. Mooney,	distribution	38.84
	28	Grace M. Richards,	distribution	43.78
May	20	Harry H. Conrad,	painting roof, etc., 51 N. St.	19.70
	20	" " "	painting kitchen 1265 Half St.S.W.	6.50
	20	" " "	electrical repairs 947 Md. Ave S.W.	26.00
	20	" " "	cleaning lot & removing trash 947 Md. Ave.	3.50
	27	Lucinda E. Mooney,	distribution	25.00
	27	Elizabeth A. Mooney,	distribution	60.00
	27	Grace Mooney Richards,	distribution	80.00
June	3	Harry H. Conrad,	repairs fire damage 949 Md. Ave,S.W.	386.00
	3	" " "	replacing plumbing fixtures 949 Md.Ave.	38.00
	3	" " "	replacing water heater & range 949 Md.Ave.S.W.	28.00
	13	Kenneth Hulse,	Notary fees	1.00
	19	Harry H,Conrad,	repairs to cupola 527 Kentucky Ave.S.E.	54.18
	19	" " "	plumbing 947 Md.Ave. S.W	4.50
	19	" " "	painting 947-949 Md.Ave.SW	45.00
	19	" " "	cleaning trash 1263 Half STSW	3.75
	19	" " "	plumbing 61 M ST SE	19.95
	19	" " "	plumbing 61 M ST. SE	37.50
	19	Increased fire insurance premium 947-949 Md Ave. S.W.		11.91
	29	Lucinda E.Mooney,	distribution	25.00
July	7	Balance on hand - (overdrawn)		22.74
				$ 2,027.28 $ 2,027.28

TRUST UNDER WILL OF WILLIAM E. MOONEY

Real Estate

Lot	Square	Premises
807	385	945 Maryland Ave, S. W. Washington, D. C.
808	385	947 Maryland Ave., S. W, " "
809	385	949 Maryland Ave., S. W. " "
11	607	1817 First St. S. W. " "
19	656	Vacant lot, 1st ST. N. of Q ST. S.W." "
800	656	Vacant lot, 1st ST. N. of Q St. S.W." "
812	656	Vacant lot Q St.Between Half & 1st St,S.W. "
28	656	Vacant lot Corner Half & Q Sts,S.W.
27	656	Vacant lot Half St. N. of Q St. S.W.
40	650	51 N Street, S.W. Washington, D. C.
41	650	53 N Street, S.W., " "
42	650	55 N Street, S. W. " "
43	650	1263 Half St., S.W., " "
44	650	1265 Half St.,S.W. " "

45	650	1267 Half St., S. W.	"	"	
46	650	1269 Half St., S. W.	"	"	
24	703	59 N Street, S. E.	"	"	
151	701	61 M Street, S. E.	"	"	
152	701	63 M Street, S. E.	"	"	
34	656	1544 First St.,S. W.	"	"	Subject to life estate of Elizabeth A. Mooney

South River Park, Md., - Lots and dwelling

South River Park, Md.,- 1/2 interest in lot and dwelling

Farm in Albemarle County, Va. subject to life estate of mother and sister of Wm. E. Mooney.

IN THE SUPREME COURT OF THE DISTRICT OF COLUMBIA

Holding an Equity Court

Elizabeth A. Mooney, et al.	:	
Plaintiffs,	:	Equity No. 56006
vs	:	F I L E D
Federal-American National Bank	:	AUG. 1- 1933
and Trust Company, Trustee, Defendant.	:	FRANK E. CUNNINGHAM, CLERK

ANSWER OF DEFENDANT

Now comes the defendant, the Federal-American National Bank and Trust Company, trustee under the will of William E. Mooney, and for answer to the Bill of Complaint, filed in the above entitled cause, says:

1. It admits the allegations set forth in said Bill of Complaint.

2. It affirms that it is the same institution as the Federal-American National Bank, which was named as trustee under the will of William E. Mooney; and that it accepted such trust, and has faithfully performed its duties as such trustee up to the present time.

3. It further declares that it has rendered true and accurate accounts of its trusteeship, and that the account filed as an exhibit to said Bill of Complaint correctly sets forth the trust property and principal and income cash by it received, and the items by it disbursed.

4. This defendant further states that it is discontinuing its fiduciary business and desires to be relieved of such trusteeship. It has filed its resignation as such trustee and is prepared to deliver the trust property now in its hands to its duly appointed successor and thereby be relieved of all further duties, obligations, liabilities and accountability arising under or by reason of the trust created by the will of William E. Mooney.

5. Defendant further avers that it also qualified and acted as executor of the estate of said William E. Mooney; and that at the time of the filing and approval of the final account of such executor there was not sufficient cash on hand to fully pay all of its commission as executor and all of the attorney fee due C. Clinton James, Esquire, allowed by the Court in connection with such administration case. Defendant further states that the balance of such executor's fee now due and payable to it amounts to Nine Hundred Dollars ($900); that the balance of the attorney fee due to C. Clinton James, Esquire, amounts to Three Hundred Dollars

($300); and that it is willing to accept for its services as trustee a sum equal to 5% of the income received by it as such trustee and the further sum of Five Hundred Dollars ($500) in full payment of its commission on the corpus or principal of said trust estate, which latter amounts to 1% of the fair value of that portion of the corpus or principal of such trust estate upon which it received no commission as executor.

6. This defendant consents to the relief prayed for in said Bill of Complaint, and holds itself ready and willing to deliver to its successor in trust all of the trust property now in its hands subject, however, to the payments above enumerated; and prays that it may be finally discharged as such trustee.

Federal-American National Bank and Trust Company,
Trustee under the will of William E. Mooney
By John Wood,
Conservator.

Erskine Gordon,
Attorney for Defendant.

District of Columbia, to-wit:

I solemnly swear that I am the duly appointed and qualified Conservator of the Federal-American National Bank and Trust Company, trustee under the will of William E. Mooney; that I have read the foregoing and annexed answer by me subscribed as such and know the contents thereof; that the facts therein stated of my personal knowledge are true, and those stated upon information and belief I believe to be true.

John Wood

Subscribed and sworn to before me this 26th day of July, 1933.

Kenneth O. Hulse,
Notary Public, D. C.

(Notarial Seal)

Filed 17 July, 1950.

For future references see

IN THE MATTER OF THE MORTGAGE CLAIM OF JAMES F. FRANKLIN, BELVENA FRANKLIN, his wife, and ENEVICE WILLIAMS.	:	No. 5724 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

. . . . . .

Mr. Clerk: Please file, Cornelius C. Fitzgerald, Atty.

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 28th day of February in the year nineteen hundred and Twenty four by and between James F. Franklin and Belvena Franklin, his wife, of Anne Arundel County, State of Maryland, and Enevice Williams of the City of Philadelphia, State of Pennsylvania, parties of the first part and William H. Brooks, party of the second part.

WHEREAS the said parties of the first part stand justly indebtedly unto the said party of the second part in the full and just sum of One Thousand ($1000) dollars for money this day loaned, being the balance due on the purchase price of the hereinafter described property, said amount to be repaid as follows: $300.00 one year; $300.00, 2 years, $400.00, three years with interest at six percent. The said Mortgagee will release one acre of said land at anytime upon the payment to him of one hundred ($100) dollars, it being understood

however, that the whole of said mortgage may be paid off at anytime.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the sum of One Dollar, the said parties of the first part do grant and assign unto the said party of the second part, his heirs and assigns, all those two lots of ground lying in Anne Arundel County and described as follows:

BEGINNING for the first parcel at a stone planted on the west side of Stoney Run Branch, a boundry of George Shipley's land, and running thence north thirty four and one half degrees west one hundred and four perches, south twenty seven and one half degrees west fifty three and one quarter perches to a stone thence south forty degrees east ninety four and three fifths perches, thence north thirty four and three quarter degrees east forty and one half perches to the place of beginning. Containing twenty seven and three quarter acres of land more or less.

BEING the same lot of ground which by deed of even date herewith, was conveyed by Bruner Anderson, Attorney to Enevice Williams and recorded or intended to be recorded prior hereto among the land Records for Anne Arundel County.

BEGINNING for the second lot at a stone at the most western corner of the land formerly owned by Eliza Gambrill and running south forty seven and one quarter degrees east sixteen perches, south thirty five degrees east fourteen and one half perches north eighty three and one half degrees east seventeen perches to stone, thence leaving the outlines of the whole and running north thirty eight and three quarter degrees west fifty four and one fifth perches to a post in the outlines of the whole tract, thence on said outlines south fifty two and one third degrees west twelve and one fourth perches to a post, south forty seven and one quarter degrees west two and one half perches to the place of beginning, containing four and one eighths acres of land more or less.

FOR TITLE see deed from August Gambrill and wife to Belvena Franklin recorded among the Land Records of Anne Arundel County in Liber S.H. No. 45, folio 115, etc.,

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 party of the second part, his heirs and assigns, forever.

PROVIDED, that if the said parties of the first part, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of One Thousand ($1000.00) Dollars, and all interest theron accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said parties of the first part, their heris 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 parties of the first part for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage

then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, his personal representatives or assigns, or Cornelius C. Fitzgerald his Attorney or Agent at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient;and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale,- to apply: First, to the payment of all expenses incident to such sale, including a fee of __ dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said parties of the first part for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand ($1000)Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee his personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, his personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagees his personal representatives and assigns.

Test:

Helen C. Fisher

Donald V. Redding

James F. Franklin (SEAL)

Belvena Franklin (SEAL)
(/s/Belsener)

Enevice Williams (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I Hereby Certify, that on this 28th day of February, in the year nineteen hundred and twenty four before me, the subscriber, a Notary Public of the State of Maryland, in and for the Court aforesaid,personally appeared James F. Franklin and Belvena Franklin, his wife, two of the Mortgagors named in the aforesaid Mortgage and they acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Cornelius C. Fitzgerald, agent for Mortgagee, and made oath in due form of law that the considera - tion set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Helen C. Fisher,

(NOTARIAL SEAL) NOTARY PUBLIC.

STATE OF PENNSYLVANIA, CITY OF PHILADELPHIA, To wit:-

I HEREBY CERTIFY, that on this 28 day of February, in the year nineteen hundred and twenty four, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the City of Philadelphia, aforesaid, personally appeared Enevice Williams and she acknowledged the foregoing Mortgage to be her act.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Donald V. Redding,

My Com. expires NOTARY PUBLIC.

Recorded 12 Mch, 1924, at 9 A.M.,in Liber W.N.W. No. 82.folio 60.

Filed Nov. 2", 1929.

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of William H. Brooks under the mortgage from James F. Franklin, Belvena Franklin, his wife and Enevice Williams to William G.Brooks,dated the 28th day of February, 1924, and recorded among the Land Records for Anne Arundel County in Liber W.N.W. No. 82, Folio 60.

Interest on $1000 from Feb. 28,1924 to Dec. 31, 1924	$ 50.00
Interest on $850 from Jan. I,1925 to May 1929	225.25
Interest on $800 from May 1, 1929 to Nov. I, 1929	24.00
1925 Taxes	35.37
Balance due on Mortgage	800.00
Balance due on Mortgage	$1134.62

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 30th day of October, in the year one thousand nine hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared William H. Brooks, the plaintiff in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the Mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Helen C. Fisher, Notary Pulblic.

(Notarial Seal)

Filed November 2", 1929.

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Cornelius C. Fitzgerald, William H. Brooks

and William Ware, of Anne Arundel County, and State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3,000) 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 3rd day of December, in the year of our Lord one thousand nine hundred and Twenty-nine.

WHEREAS, the above bounden Cornelius C. Fitzgerald, by virtue of the terms of the Mortgage will sell the Mortgaged real estate of James F. Franklin, Belvena Franklin and Enevice Williams mentioned in the proceedings in the case of William H. Brooks vs James F. Franklin, Belvena Franklin and Enevice Williams now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Cornelius C. Fitzgerald, Attorney 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

Wm. A. Nayden	Cornelius C. Fitzgerald	(SEAL)
Lawson Ware	William Ware	(SEAL)
Wm. A. Nayden	William H. Brooks	(SEAL)

Bond Approved and Filed Dec. 3rd, 1929. Frank S. Revell, Clerk.

Filed 3 December, 1929.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Cornelius C. Fitzgerald, attorney named in a mortgage from James F. Franklin, Belvena Franklin, his wife and Enevice Williams bearing date February 28th, 1924, and recorded among the Land Records for Anne Arundel County in Liber W.N.W. No. 82, folio 60,. respectfully shows to this Court:

That after having filed a bond with the Clerk of this Court, which was duly approved, and after having given notice for once a week for more than three successive weeks in the Maryland Gazette, a newspaper published in Anne Arundel County, and by the circulation of numerous notices in the section of the County where this property is located, he attended at the Court House door in the City of Annapolis on Tuesday, December 3rd, 1929 at one o'clock P.M. and sold both of the lots of ground described in said Mortgage, the first thereof containing twenty-seven and three-quarter acres of land more or less saving and excepting about two acres, one of which was sold to James Potts and the other to Avron Brown as described in two Deeds duly recorded among the Land Records for Anne Arundel County, Sept. 29th, 1925 and Sept. 5, 1929; the second thereof containing four and one-eighth acres of land more or less. Being the lot firstly described in the mortgage above referred to; the other lot being secondly described in said mortgage which said lot was sold subject to the legal operation and effect of a judgment for $1140.80 with interest at six per cent, dated July 10, 1923. (See N. Robinson and brother, Vs. James Franklin and Belvena Franklin, his wife. The said property was sold to William H. Brooks, he being then and there the highest bidder, at and for the sum of one thousand ($1,000) dollars subject to the above judgment referred to.

Cornelius C. Fitzgerald.

Attorney.

J.H.H. No. 68 Equity

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 6th day of December, in the year one thousand nine hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Cornelius C. Fitzgerald, attorney 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 said sale was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Helen C. Fisher,

Notary Public

Filed 15" January, 1930

ORDER NISI.

ORDERED, this 15th day of January, 1930, That the sale of the property mentioned in these proceedings made and reported by Cornelius C. Fitzgerald, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of February next.

The report states that the amount of sales to be $1,000.00.

True Copy, Frank S. Revell, Clerk.

Test: FRANK S. REVELL, Clerk.

J 30

Filed January 15, 1930

CERTIFICATE OF PUBLICATION

Annapolis, Md., Feb. 18, 1930.

We hereby certify, that the annexed Order Nisi - Sale - FRANKLIN- Equity 5724 was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of Feb. 1930. The first insertion being made the 16th day of January, 1930.

THE CAPITAL PUBLISHING COMPANY,

No. MG 3373

By A. W. Lloyd.

Filed Feby. 18", 1930.

FINAL ORDER

ORDERED BY THE COURT, This 18th day of February, 1930, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Filed 18th February, 1930.

J. H. H. No. 68 Equity

IN THE MATTER OF THE	:	NO 9587 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF	:	CIRCUIT COURT FOR
THEODORE MILLER	:	ANNE ARUNDEL COUNTY.
JANE MILLER	:	
T. LEROY COOPER (DECEASED)	:	

. . . . . .

ORDER TO DOCKET FORECLOSURE

Mr. Clerk:

Please docket above styled foreclosure suit and file original Mortgage,Account herewith.

Louis M. Strauss,
Attorney named in Mortgage
Annapolis, Md.

MORTGAGE CLAIM.

To amount due on Second Mortgage to William H. Bell and Elsie J. Bell by Theodore Miller, Jane Miller, his wife, T. Leroy Cooper,(Deceased) mortgage dated May 1, 1948.

On Principal of Mortgage Debt	$3440.00
Interest August 1, 1948 Thru Oct, 1948	51.60
	$5491.60

State of Maryland, Anne Arundel County

I hereby certify that on this 27" day of November, 1948, before me the Subscriber, a Notary Public as aforesaid, personally appeared Louis M. Strauss, Attorney Named in Mortgage and acknowledged aforegoing account to be true to the best of his knowledge and belief.

Alice L. Wood,

(Notarial Seal) Notary Public.

Filed Nov. 27", 1948

M O R T G A G E

THIS SECOND PURCHASE MONEY MORTGAGE, Made this 1st day of May, in the year nineteen hundred and Forty-eight, BY AND BETWEEN, Theodore Miller and Jane Miller, his wife, the Mortgagors of Anne Arundel County in the State of Maryland, of the first part and William H. Bell and Elsie J. Bell, his wife, the Mortgagees. of the second part.

WHEREAS the Mortgagors are justly and bona fide indebted unto the Mortgagees in the full and just sum of $5,500 .00 (three thousand, five hundred dollars) payable at the rate of $20.00 (twenty dollars) each and every month with interest on the outstanding balance at the rate of 6% per annum payable with each installment; first payment to become due June 1st, 1948 and like payment on the principal debt and interest each and ebery succeeding month thereafter and to secure the payment of the aforesaid principal debt and interest these presents are executed:

With the right of anticipation to the Mortgagors to pay larger sums or in full at any installment period date.

NOW THIS MORTGAGE WITNESSETH, THAT IN CONSIDERATION OF THE PREMISES AND THE SUM of one Dollar, the said Mortgagors, Theodore Miller and Jane Miller his wife, do grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all_ lot or parcel of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

ALL those two lots of ground situate, lying and being in the First Election District of Anne Arundel County and laid down on a plat of South River Park, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod N, Plat No. 11, and described as follows in a survey thereof mady by J. Revell Carr, Surveyor, in August 1925. BEING the same property acquired by the Mortgagors from the Mortgagees by Deed of even date.

PARCEL NO. I:

BEGINNING for the same on the South side of River Side Road as laid down on the plat of South River Park, Section B, said point of beginning being more particularly described as the Northernmost corner of Lot No. 2 and the Northwesternmost corner of the lot now being described, and running from thence and with the Easternmost division line of Lot No. 2 South 24 degrees 39 minutes East 210.3 feet to the North side of Munroe Avenue and a point of curve there laid out and having a radius of 43.71 feet; thence in a Northeasterly direction and along said curve 38.56 feet to the end thereof and a point on the Westernmost side of Holly Road; thence along the Westernmost side of the above-mentioned road North 16 degrees 35 minutes East 61.6 feet; thence leaving said Holly Road and running North 24 degrees 39 minutes West 151.65 feet to the South side of a road and a point on a curve having a radius of 300.72 feet; thence in a Southwesterly direction and along said curve 75 feet to a point of a reverse curve, and the place of beginning. All courses referred to the true meridian. Being the balance of Lot No. 2 and a portion of Lot No. 1, as shown on a plat of South River Park, Section B.

PARCEL NO. 2:

BEGINNING for the same at a stake now placed on the west side of Holly Road, as laid down on a Plat of South River Park, Section B, said point of beginning being more particularly described as being the Southeasternmost corner of Lot No. 1 and the Southernmost corner of the lot now being described, and running from thence and with the Easternmost division line of Lot No. 1 North 24 degrees 39 minutes West 151.65 feet to the South side of a road there laid out and on a curve having a radius of 300.72 feet; thence in an Easterly direction and along the above-mentioned curve 111.3 feet, more or less, to the West side of Holly Road, said point being situated 30 feet from the division line of the above-mentioned South River Park Subdivision and the property adjoining thereto on the East, and running from thence and along the Westernmost side of Holly Road South 16 degrees 35 minutes West 161.7 feet to the place of beginning.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of William H. Bell,and Elsie J. Bell, his wife, their heirs and assigns, forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of three thousand, five hundred Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the 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

part of either of them, at any time limited for the payment of the same, or in any agree - ment, 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 Louis M. Strauss, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagees their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees 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 tital 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 Mortgagees, their personal representatives or assigns, or Louis M. Strauss, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors for their personal representatives and assigns, do further covenant covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees _ personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Eight thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST: Theodore Miller (Seal)

Louis M. Strauss Jane Miller (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 1st day of May in the year nineteen hundred and Forty-eight before me, Subscriber, A Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Theodore Miller and Jane Miller, 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 WILLIAM H. BELL AND ELSIE J. BELL, 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.

(Notarial Seal) Alice L. Wood, Notary Public.

Recorded 3rd-May 1948-at 11-20 A.M.
Liber J.H.H. No.467,folio 113.

SHORT RELEASE

FOR VALUE Received, we hereby Assign the within mortgage to and unto Louis M.Strauss-for foreclosure.

WITNESS my hand and seal this ____ day of November, 1948.

Witness: William H. Bell, (SEAL)

Lucille D. Fitzcharles, as to both. Elsie J. Bell (SEAL)

Filed Nov. 27", 1948.

globe indemnity company bond

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss, of Anne Arundel County,Maryland, as Principal, and the Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND ($4000.00) DOLLARS, current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 14th day of December, 1948.

WHEREAS by virtue of a power of sale contained in a mortgage from William H. Bell and Elsie J. Bell, his wife, to Theodore Miller and Jane Miller bearing date of August 1, 1948,the said Louis M. Strauss is empowered and authorized to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said Louis M. Strauss is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Louis M. Strauss does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect,otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered Louis M. Strauss (SEAL)

in the presence of GLOBE INDEMNITY COMPANY,a body corporate

Katherine H. McCutchan. (Corporate Seal) By John H. Hopkins, IV,Atty-in-Fact.

Filed & Approved this 14" day of Dec. 1948. John H. Hopkins, 3rd, Clerk.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Louis M. Strauss, Attorney named in the Mortgage filed in these proceedings, and assignee thereof respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Theodore George Miller and Jane M. Miller, his wife, dated May 1st, 1948, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 467 folio 109, and to make sale of the property therein described in case of default, and default having occurred thereunder, the said Louis M. Strauss, Attorney named in said mortgage, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Southern Maryland Times, a newspaper published in Anne Arundel County, and after having complied with all other requisites of the requisites of the mortgage and law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, December 14th, 1948, at 11:00 a. m. subject to a balance due on a first mortgage held by the Capital City Building and Loan Association which said balance was and so announced at sale to be $4,935.00.; and was then and there sold as advertised and announced to William H. Bell and Elsie J. Bell, his wife, at and for the sum of Three Thousand Seven Hundred Fifty Dollars ($3,750.00), they being then and there the highest bidders therefore, which property is described as follows in the attached Certificate of Publication and Advertisement of Sale:

And the said Attorney and Assignee further reports that he has received from said purchasers the deposit as required by the terms of said sale.

Respectfully submitted,

Louis M. Strauss,

Attorney named in Mortgage and

Assignee for foreclosure.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17" day of December, 1948, before the subscriber, a Notary Public of the State of Maryland and the county aforesaid, personally appeared Louis M. Strauss, Attorney and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial seal.

(Notarial Seal) Alice L. Wood, Notary Public

Filed Dec. 17", 1948

LOUIS M. STRAUSS, Solicitor
Annapolis, Maryland,

ASSIGNEE'S SALE OF
VALUABLE REAL ESTATE AND IMPROVEMENT, LOCATED AT SOUTH RIVER PARK

ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power contained in the Mortgage dated May 1st, 1948, made by Theodore Miller and Jane Miller, his wife, (default having occurred thereof,)the undersigned, as Assignee of said Mortgage will sell at public auction at the COURT HOUSE DOOR on TUESDAY, DECEMBER 14TH, 1948, AT TEN O'CLOCK A. M.

ALL THOSE LOTS OF GROUND AND IMPROVEMENTS THEREON, situate, more particularly described as follows:

PARCEL NO. 1.

BEGINNING for the same on the South side of River Side Road as laid down on the plat of South River Park, Section B, said point of beginning being more particularly described as the Northernmost corner of Lot No. 2 and the Northwesternmost corner of the lot now being described, and running from thence and with the Easternmost division line of Lot No. 2, South 24 degrees 39 minutes East 210.3 feet to the North side of Munroe Avenue and a point of curve there laid out and having a radius of 43.71 feet; thence in a Northeasterly direction and along said curve 38.56 feet to the end thereof and a point on the Westernmost side of Holly Road; thence along the Westernmost side of the above-mentioned road North 16 degrees 35 minutes East 61.6 feet; thence leaving said Holly Road and running North 24 degrees 39 minutes West 151.65 feet to the South side of a road and a point on a curve having a radius of 300.72 feet; thence in a Southwesterly direction and along said curve 75 feet to a point of a reverse curve, and the place of beginning. All courses referred to the true meridian. Being the balance of Lot No. 2 and a portion of _ot No. 1, as shown on a plat of South River Park, Section B.

PARCEL NO. 2.

BEGINNING for the same at a stake now placed on the west side of Holly Road, as laid down on a Plat of South River Park, Section B, said point of beginning being more particularly described as being the Southeasternmost corner of Lot No. 1 and the Southernmost corner of the lot now being described, and running from thence and with the Easternmost division of Lot No. 1, North 24 degrees 39 minutes West 151.65 feet to the South side of a road there laid out and on a curve having a radius of 300.72 feet; thence in an Easterly direction and along the above-mentioned curve 111.3 feet, more or less, to the west side of Holly Road, said point being situated 30 feet from the division line of the above-mentioned South River Park Subdivision and the property adjoining thereto on the East, and running from thence and along the Westernmost side of Holly Road South 16 degrees 35 minutes West 161.7 feet to the place of beginning.

THE IMPROVEMENTS thereon consisting of a home-one story, five rooms and bath, with all modern conveniences, including electricity, metered gas, electric refrigerator, hot water attachments, with community water front privileges near by.

TERMS OF SALE: A Deposit of $330 will be required of the Purchaser at the time and place of sale. Balance of purchase price to bear interest at the rate of 6% per annum to date of ratification by the Circuit Court for Anne Arundel County; said property to be sold subject to the balance due on a first mortgage held by the Capital City Building and Loan Association; the exact amount due thereunder to be announced at the time of sale.

Purchaser is to pay State and Federal Revenue Stamps, Taxes to be adjusted the day of sale.

GEORGE W. SCIBLE, Auctioneer.
11/19 12/3

LOUIS M. STRAUSS, Assignee.
12/10

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, That the annexed advertisement of Assignee's Sale was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for (3) three successive weeks before the 14th day of December, 1948, that is to say, the same was inserted in the issues of Nov. 19-Dec. 3- Dec. 10, 1948

THE SOUTHERN MARYLAND TIMES
A. J. Murray, Sr., Business Manager.

Filed Dec. 17", 1948

Pages 43½ and 44 ½ follow this.

IN THE MATTER OF THE SALE OF THE MORGAGED REAL ESTATE OF THEODORE MILLER JANE MILLER T. LEROY COOPER, Deceased.	:	Equity No. 9587 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

. . . . . .

REPORT OF SALE AND CERTIFICATE OF PUBLICATION.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Sale of Louis M. Strauss, Attorney named in the Mortgage filed in these proceedings, and assignee thereof respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Theodore George Miller and Jane M. Miller, his wife, dated May 1st, 1948, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 467 folio 109, and to make sale of the property therein described in case of default, and default having occurred thereunder, the said Louis M. Strauss, Attorney named in said mortgage, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Southern Maryland Times, a newspaper published in Anne Arundel County, and after having complied with all other requisites of the mortgage and law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, December 14th, 1948, at 11:00 a. m. subject to a balance due on a first mortgage held by the Capital City Building and Loan Association which said balance was and so announced at sale to be $4,935.00.; and was then and there sold as advertised and announced to William H. Bell and Elsie J. Bell his wife, at and for the sum of Three Thousand Seven Hundred Fifty Dollars ($3750.00), they being then and there the highest bidders therefore, which property is described as follows in the attached Certifycaye of Publication and Advertisement of Sale.

And the said Attorney and Assignee further reports that he has received from said purchasers the deposit as required by the terms of said sale.

Respectfully submitted,

Louis M. Strauss,

Attorney named in Mortgage and Assignee,

for foreclosure.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

J.H.H. No. 68 Equity

I HEREBY CERTIFY that on this 17" day of December, 1948, before the sub-SUBSCRIBER, A Notary Public of the State of Maryland and the county aforesaid, personally appeared Louis M. Strauss, Attorney and made oath in due form of law that the matters and facts stated in the foregoing Report of sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

Alice L. Wood,

Alice L. Wood,

Notary Public

(Notarial Seal)

Filed December 17", 1948.

Folio 44 follows this.

J.H.H. No. 68 Equity

Certificate of Publication on Order Nisi of Sale

OFFICE OF THE SOUTHERN MARYLAND TIMES, ANNAPOLIS, MARYLAND.

THIS IS TO CERTIFY That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, A WEEKLY NEWSPAPER PRINTED AND PUBLISHED IN Anne Arundel County Maryland, once a week for (3) three successive weeks before the 18 January, 1949. that is to say, the same was inserted in the issues of Dec.21, Dec. 28 and Jan 4,

THE SOUTHERN MARYLAND TIMES

Bert Muliees Business Manager.

Filed Jan'y. 22", 1949

LEGAL NOTICE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

No. 9587 (COPY ORDER NISI) Equity.

In the Matter of the Sale of the Mortgaged Real Estate of Theodore Miller,Jane Miller, T. LeRoy Cooper, deceased.

Ordered, this 17th day of December, 1948, That the sale of the property mentioned in these proceedings made and reported by Louis M. Strauss, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of January next.

The report states that the amount of sales to be $3750.00.

TEST: JOHN H. HOPKINS, 3rd, Clerk.

JOHN H. HOPKINS, 3rd, Clerk.

1/4

Filed Jany. 22", 1949

Final Order

ORDERED BY THE COURT, This 24th day of January, 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 Jany. 24", 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. February 1, 1949.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Theodore Miller and Jane Miller, his wife, et al in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	142.50	192.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor- stating this account	9.00	37.75

To Attorney for Expenses, viz:		
Southern Maryland Times - advertising sale	26.50	
Southern Maryland Times- order nisi (sale)	5.00	
Southern Maryland Times - order nisi (acct)	5.00	
Barrett Printing Co.- handbills and tax	8.67	
Globe Indemnity Co.,-bond premium	16.00	
George W. Scible - auctioneer's fee	25.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.20	
Alice L. Wood - notary fees	1.00	91.57
To William H. Bell and Elsie J. Bell, his wife, mortgagees- this balance on account mortgage claim		3,429.72
		3,751.54
Amount of mortgage claim filed	3,491.60	
Cr. Amount allowed as above	3,429.72	
Balance subject to decree in personam	61.88	

with Louis M. Strauss, Attorney named in Mortgage

1948		Cr.
Dec. 14. Proceeds of Sale	1,750.00	3,750.00
Refund 1948 State and County taxes (33.34) adjusted to day of sale	1.54	1.54
		3,751.54

Filed Feby' 1st, 1949

ORDER NISI

ORDERED,This 1st day of February, 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 5th 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 5th day of March next.

John H. Hopkins, 3rd, Clerk.

Filed Feby. 1st, 1949

CERTIFICATE OF PUBLICATION

THIS IS TO CERTIFY, That the annexed Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper published in Anne Arundel County, Maryland, once a week for (3) three successive weeks before the 5th day of March, 1949; that is to say, the same was inserved in the issues of Feb 3,10,and 17, 1949.

THE SOUTHERN MARYLAND TIMES,

Bert Mulee S

Filed May 10", 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 10th day of May, 1949,that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed,no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

BENJAMIN MICHAELSON, A. J.

Filed 10 May, 1949.

J.H.H. No. 68 Equity

GEORGE T. FREE	:	No. 7430 EQUITY
V	:	IN THE CIRCUIT COURT
DANIEL M. GREENE	:	FOR
JENNIE GREENE, Dfs.	:	ANNE ARUNDEL COUNTY.

. . . . . .

No. 2301 IN THE MATTER OF THE TAX SALE OF GEORGE T. FREE.
Exhibit No. 1.

Bring this Tax Bill with you when
you come to pay your taxes.
It saves time and money.

Open 32-33
C. ALBERT HODGES,
COUNTY TREASURER, 1934
ANNE ARUNDEL COUNTY, MARYLAND.

George T. Free,
Edgewater P. O., Md. Dr.

Dist. 1, Folio 243

TAX BILL AND NOTICE TO DELINQUENTS

You are hereby notified, that if your taxes for the year 1934 and all taxes in arrears are not paid on or before the Second Monday in October 1935 together with interest accrued thereon, and the proportional costs of notice and fees, I will Proceed at 10 o'clock A.M. on said Second Monday of October at the Court House in Anne Arundel County at Annapolis, Maryland, to offer your land and property to the highest bidder for cash. This notice is given as required by the Public Local Laws of Maryland. Acts of 1931-Chapter 280, Section 495 (as Amended by the Acts of 1935, Chapter No. 582.)

C. Albert Hodges, County Treasurer

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND DR. — C. ALBERT HODGES TREASURER

TAX LEVY 1934

	Basis	Taxes and Int.	Total
FOR COUNTY TAX, R. and P	1050	19.32	
FOR SPECIAL TAX			
FOR COUNTY INTANGIBLE			
FOR COUNTY INTEREST		1.93	
FOR STATE TAX, R. and P	2.31		
FOR STATE INTANGIBLE	.19		
FOR STATE INTEREST			
FOR COSTS, NOTICES AND FEES	2.00	25.75	
FOR PRIOR TAXES		68.42	
TOTAL		94.17	

Filed 4" Feb. 1937

CERTIFICATE OF PUBLICATION OF NOTICE OF TAX SALE

1-21. FREE, GEO. T. Lot No. 95 and improvements, as shown on the plat of Pine Whiff Beach, Anne Arundel County, Md., Taxes, interest and costs, $107.17

OFFICE OF THE SOUTHERN MARYLAND TIMES, GLEN BURNIE, MD.

THIS IS TO CERTIFY That the annexed advertisement of NOTICE OF TAX SALE was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 2nd Monday of September, 1935;that is to say,the same was inserted in the issues of August 9,16,23

30,1935.

THE SOUTHERN MARYLAND TIMES

By Thomas L. Christian, Business Manager.

Filed 4" Feb. 1937

1-21 MARYLAND GAZETTE:CERTIFICATE OF PUBLICATION OF NOTICE OF TAX SALE.

FREE, GEORGE T. Lot 95, and improvements as shown on the plat of Pine Whiff Beach, Anne Arundel County, Md., Taxes, interest and Costs $107.17.

Annapolis, Md. January 30, 1932

We hereby certify, that the annexed Tax Sale- GEORGE T. FREE- First District was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of October, 1935. Th e first insertion being made the 8th day of August, 1935.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 3816. By Adaline S. Moss.

Filed 4" Feb. 1937

TREASURER'S REPORT OF SALE

IN THE MATTER OF THE TAX SALE OF THE LAND OF GEORGE T. FREE } IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, STATE OF MARYLAND

THE REPORT OF C. ALBERT HODGES, late County Treasurer of Anne Arundel County who was Treasurer at the time of default in the payment of taxes, for the year 1931, 1932, 1933 and 1934, respectfully shows:

1st. That he was duly appointed bonded and qualified County Treasurer for Anne Arundel County, and, by virtue of his said office, Collector of State, County and School Taxes for said county and chargeable with the collection of said taxes for the years 1931, 1932,1933 and 1934.

2nd. That, acting in pursuance of the provisions of the law for such cases made and provided, being Chapter 280 of the Acts of the General Assembly of Maryland of 1931,as amended by Chapter 582 of the Acts of 1935, as soon as the tax levy for the years 1931,1932,1933 and 1934 was made, tax-bills of each taxpayer were prepared, and, upon application,he either forwarded by mail or delivered in person said tax-bills to the person or persons, or corporation, to whom the property included in said bills was assessed and on the 5th day of August 1935,there was due by the owner of a lot of ground in the First Exection District of said county, particularly described in The Assessment Records for Anne Arundel County, recorded in the Assessment records of Anne Arundel County,in District, No. 1,folio 243, &c. to George T. Free, and which by reference to said Assessment Records for Anne Arundel County will fully appear, being Lot 95 and improvements at Pine Whiff Beach,Anne Arundel County, Md.,certain State and County Taxes for the years 1931, 1932, 1933 and 1934, which, under the Act of Assembly in such cases made and provided, it became the duty of the undersigned to collect,which said lot of ground was assessed to George T. Free.

3rd. That said taxes being unpaid,and overdue and in arrears, a levy was duly made in accordance with law on said lot of ground, all the previous requirements of said Act of Assembly having been complied with, and that notice thereof, together with a copy of the ~~bill~~ for taxes due, interest and all costs, including that of levy, was mailed to the said George T. Free at Edgewater P.O., Md. on the 5th day of August, 1935, being his last known address

or the address shown on the Assessment books for said County, together with a a notice that if the said bill for taxes, interest and costs were not paid by the Second Monday in October, 1935, the property levied upon would be sold at public sale.

4th. The Said Late Treasurer having published said list and notice in Alphabetical order by Election Districts in their numerical order for four successive weeks prior to the Second Monday in September, 1935, in the Maryland Gazette and The Southern Maryland Times, two newspapers printed and published in the City of Annapolis, County of Anne Arundel, said advertisement giving the time, terms and place of sale, did attend at the Court House door, in the City of Annapolis, about the hour of 10 A.M., on the 14th day of October, 1935, and did, then and there, offer said lot of ground, at public sale,and sold the same for cash to Daniel M. Greene, of Anne Arundel County, a body corporate,at and for the sum of $108.17, current money, it being then and there the highest bidder therefor, and that the said purchaser hath paid the purchase money.

4th. A. The above mentioned sales price is divided as follows:

Taxes, interest, and advertising Cost	$ 94.17
Treasurers' fee for selling	$ 3.00
Order Nisi	$ 4.00
Cost of Recording	$ 6.00
Held in trust	$ 1.00
	$108.17

5th. That all the provisions of the Act of Assembly in the premises were duly complied with and in accordance with law.

6th. The undersigned begs leave to file with this report the following exhibits as part thereof;

1st. Exhibit No. 1- Copy of levy and notice.

2nd. Exhibit No. 2- Copy of advertisement and Certificates.

All of which is respectfully submitted,

C. Albert Hodges,

Late Treasurer and Collector of County,School and State Taxes for A. A. Co.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I hereby certify that on this 4" day of Feby., 1937, before the subscriber, a Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared C. Albert Hodges, late Treasurer of said County, and made oath in due form of law,that the matters and things stated above are true to the best of his knowledge and belief.

Foster C. Maynard,

Deputy Clerk of the Circuit Court for Anne Arundel County.

Filed 4" Feb. 1937.

ORDER NISI

IN THE MATTER OF THE TAX SALE OF THE LAND OF GEORGE T. FREE.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, March 10th,1937

ORDERED, That the sale of the land in the First Election District of Anne Arundel County,assessed to George T. Free,made and reported by C.Albert Hodges, late Treasurer of said county, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 10th day of April next; provided a copy of this order

be inserted in some newspaper published in said county once in each of three successive weeks before the 10th day of April, next. The Report states the amount of sale to be $108.17.

Purchaser.

Daniel M. Greene

Linwood L. Clark,

Judge Fifth Judicial Circuit of Maryland.

Filed March 10, 1937

FINAL ORDER OF RATIFICATION

IN THE MATTER OF THE TAX SALE OF : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

THE LAND OF GEORGE T. FREE : April 17th, 1937.

ORDERED BY THE COURT, this 17th day of April, 1937, that the sale made and reported by C. Albert Hodges late Treasurer aforesaid, be and the same is hereby ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the order nisi passed in said cause; and that the Treasurer be allowed the usual commissions fixed by law, and such proper expenses as he shall produce vouchers therefor.

Linwood C. Clark.

Judge Fifth Judicial Circuit of Maryland.

Filed April 17th, 1937.

Filed in Equity # 7430, Dec. 20, 1937. 162.

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 13, 1937.

We hereby certify that the annexed Order Nisi, Tax Sale- George T. Free-#2301 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, 1937.The first insertion being made the 25th day of March, 1937.

True Copy Test:
Frank A. Munroe, Clerk.

THE CAPITAL GAZETTE-PRESS, INC.

No. MG 1468

By Aadline S. Moss.

Filed Apr. 15, 1937

CERTIFICATE OF PUBLICATION.

Annapolis, Md. April 15, 1937.

We hereby certify that the annexed Order Nisi Tax Sale - #2301- George T. Free- was published in EVENING CAPITAL a 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,1937. The first insertion being made the 24th day of March, 1937.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 1215.

By Lillie L. French,

Filed Apr. 15, 1937

BILL OF COMPLAINT.

GEORGE T. FREE, Plaintiff :
V. :
DANIEL M. GREENE , and :
JENNIE GREENE :
Defendants. :

No. 7430 Equity

IN THE CIRCUIT COURT

ANNE ARUNDEL COUNTY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The bill of complaint of George T. Free, in this cause exhibited against DanielM.Greene

and Jennie Greene, his wife, respectfully shows:

1. That he was seised and possessed of a tract of land in the first election district of Anne Arundel County, Maryland, which was conveyed to him by deed recorded among the land records of said County in liber F.S.R. No. 72,folio 214 &c.,a certified copy of which is filed herewith as exhibit no. 1 and incorporated herein by reference.

2. That C. Albert Hodges instituted tax sale proceedings against said realty to collect taxes for the years 1931, 1932, 1933 and 1934, which proceedings appear in the records of the Circuit Court for Anne Arundel County as No. 2301 titled "In the Matterof the Tax Sale of the Land of George T. Free", in pursuance of which he executed a deed of said realty to Daniel M. Greene, which deed is recorded among the land records of said County in liber F.A.M. No. 161 folio 364, a certified copy of which is filed herewith as exhibit no. 2 and incorporated herein by reference.

3. That prior to the institution of said tax sale proceedings, complainant had paid all taxes for the years 1931, 1932, 1933 and 1934, and no State, County, or other taxes or charges were due or owing when said proceedings were instituted.

4. That said tax sale proceedings were instituted by C. Albert Hodges acting under Chapter 280 of the Acts of the General Assembly of Maryland, as amended by Chapter 582 of the Acts of 1935. That the plaintiff is advised and therefore alleges that said Acts, and the said tax sale proceedings thereunder, are unlawful and unconstitutional, and therefore said laws and tax sale proceedings thereunder are null and void.

5. That said tax sale proceeding is null and void for that no tax bills were mailed or delivered, as required by said Acts.

6. That said tax sale proceeding is void for that no taxes were owed on said realty for the years 1931, 1932, 1933 and 1934, as stated in the report of sale therein.

7. That said tax sale proceeding is void for that no levy was ever made on said realty, nor notice of sale given, as required by said Acts.

8. That said tax sale proceeding is void for that the advertisement of sale did not sufficiently state the time, place, terms of sale, years for which taxes were owed, district where the realty was located, description of the property, nor the title reference to same.

9. That said tax sale proceeding is void for that the sale was not fairly conducted nor made, and the property was not fairly nor sufficiently described in the advertising thereof, wherefore said realty sold for a grossly inadequate price.

10. That said tax sale proceeding is void for that it was made for the purpose of collecting $94.17 taxes when in fact no such sum was due.

11. That said tax sale proceeding is void for that no report of sale was made within thirty days after sale, as required by Chapter 496 of the Acts of 1931, the sale having been made on October 14, 1935, and reported on February 4th, 1937.

12. That said tax sale proceeding is void for that more realty was sold than was necessary to pay all taxes, costs and charges, of any nature whatsoever, that was due.

13. That said tax sale proceeding is void for that no notice of taxes due, warning of levy and tax sale, was ever delivered to or mailed to the plaintiff who appears on the County tax Assessment records as the owner of the property sold.

14. That the plaintiff is ready, willing, and able to pay any taxes, penalties,

costs, interest, or other charges, as this Court may determine is owed upon said realty.

15. That the said defendant, Jennie Greene, is the wife of the defendant Daniel M. Greene, and she claims to be the owner of said realty, and the defendant Daniel M. Greene, to whom the deed is executed, states that she is the owner of the said realty.

16. That although said tax sale proceeding and the conveyance executed thereunder are null and void, they constitute a cloud upon the plaintiff's title, as does the claims of ownership made by the defendants thereunder, and irreparable injury is thereby inflicted upon the plaintiff without any adequate remedy at law,

17. That the defendants are non residents of the State of Maryland, though they own realty in Anne Arundel County, Maryland, and are sometimes present in this State, and their permanent home and usual abode, and their residence is in Washington, D. C.

TO THE END THEREFORE: (1) That said tax sale proceedings and the said conveyance thereunder to Daniel M. Greene be declared null and void and set aside by decree of this Honorable Court.

(2) That said defendants, or a trustee of this Court appointed for the purpose ,execute a deed conveying to the plaintiff all the right, title, interest and estate, at law or equity, of the defendants and of all persons claiming, by, thru, or under them or either of them in anywise represented by them, in or to said realty.

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

MAY IT PLEASE YOUR HONORS to grant unto the plaintiff an Order of Publication directed against the said defendants, Daniel M. Greene and Jennie Greene, who are non residents of this State, giving them notice of the objects and substance of this Bill and commanding them to appear in this Court in person or by solicitor on or before a day certain to be named therein, to show cause, if any they have, why a decree ought not to be passed as prayed.

And as in duty bound, etc,

George T. Free
Plaintiff.

Emanuel Klawans
Solicitor for plaintiff.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that on this 17th day of June 1937, before me, the subscriber, a notary public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared GEORGE T. FREE AND MADE OATH IN DUE FORM of law that the matters and facts stated in the foregoing bill of complaint are true as therein set forth, to the best of his information, knowledge and belief.

WITNESS my hand and seal notarial.

Lucille H. Musterman,
Notary Public

(Notarial Seal)

Filed June 17th, 1937

DEMURRER AND ANSWER

TO THE HONORABLE, The Judges of said Court:

Now come Daniel M. Greene and Jennie Greene, his wife, Defendants in the above cause, by their Solicitor, Benjamin Michaelson, and demur to paragraphs four and eleven of the Bill of Complaint against them in this Court exhibited, and reserving all further rights of demurrer to said Bill of Complaint, the said Defendants, answering the same, say:

FIRST: That they neither admit nor deny the allegations in paragraph one of said Bill of Complaint.

SECOND: That they admit the allegations in paragraph two of said Bill of Complaint,

THIRD: That they deny the allegations in the third paragraph of the Bill of Complaint.

FOURTH: Answering the fourth paragraph of said Bill of Complaint, these defendants say that the Acts of the General Assembly of Maryland, referred to, are lawful and constitutional and the tax sale proceedings thereunder are valid, legal and binding.

FIFTH: That they deny the allegations in the fifth paragraph of said Bill of Complaint.

SIXTH: That they deny the allegations in the sixth paragraph of said Bill of Complaint.

SEVENTH: That they deny the allegations in the seventh paragraph of the Bill of Complaint.

EIGHTH: That they deny the allegations in the eighth paragraph of said Bill of Complaint.

NINTH: That they deny the allegations in the ninth paragraph of said Bill of Complaint.

TENTH: That they deny the allegations in the tenth paragraph of said Bill of Complaint.

ELEVENTH: Answering the eleventh paragraph of said Bill of Complaint, these defendants admit that no report of sale was made within thirty days after sale, but aver that the law was substantially complied with and further that these defendants deny that said sale was made on August 14, 1936.

TWELFTH: That they deny the allegations in the twelfth paragraph pf said Bill of Complaint.

THIRTEENTH: That they deny the allegations in the thirteenth paragraph of said Bill of Complaint.

FOURTEENTH: That they neither admit nor deny the allegations in the fourteenth paragraph of said Bill of Complaint.

FIFTEENTH: That the defendant, Jennie Greene, denies the allegations in the fifteenth paragraph of said Bill of Complaint.

SIXTEENTH: That these defendants deny the allegations in the sixteenth paragraph of said Bill of Complaint.

SEVENTEENTH: That these defendants admit the allegations in the seventeenth paragraph of said Bill of Complaint.

Having fully answered said Bill of Complaint, these defendants pray to be hence dismissed with their cost.

And as in duty bound, etc.

Benjamin Michaelson ,

Solicitor for Defendants.

Filed July 29", 1937

RULING
By Linwood L. Clark, Judge
December 10th, 1937.

This case was heard on demurrer to the fourth and eleventh paragraph of the Bill, raising questions of law unnecessary for this Court to consider, should facts alleged in the

remaining paragraph of the Bill be established. The Court therefore postpones consideration and decision of points of law raised by said demurrer, until after testimony is taken on the factual allegations of the Bill. An early date will be set for this purpose.

Linwood L. Clark,

LLC/cmh. JUDGE.

Filed Dec. 10th, 1937.

TESTIMONY TAKEN IN OPEN COURT (JUDGE CLARK) DECEMBER 20th,1937.

Present:-

Emanuel I. Klawans, Attorney for Plaintiff

Benj. J. Michaelson, Attorney for Defendant.

Clara M. Howard, Acting stenographer.

L. Trail Fauble, being of lawful age and duly sworn testifies as follows:-

(Klawans)

1. State your name and occupation?

A. L. Trail Fauble, Deputy Clerk for A. A. Co.

2. What are your duties with respect to the custody of records of tax sales and Treasurer's reports of tax sales?

A. We file and record them.

3. Do you have with you the record and report of sale in the matter of the tax sale of the real estate of George T. Free?

A. I have.

Plaintiff's Attorney offers Treasurer's Report of Tax sale No. 2301-makred Plaintiff's Exh. No. 1A.

To be filed in No. 7430 Equity, Free vs Green.

Mr. Klawans Statement to the Court:-

I would like to make this statement to be put in the Record. That upon receipt of a letter from the Circuit Court stating that testimony would be taken in support of the allegations of the Bill of Complaint on this date, I mailed a letter to the Complainant notifying him accordingly, which letter was addressed to the Edgewater P.O., the address which had been given me by the Complainant, which may be due to the Complainant that he is no longer at that address at the present time. I am not certain but I believe that his property is a summer resident without any heating system.

The Court:- The Court will allow your statement of facts to go in the record. Your beliefs and opinions will be excluded.

The Court's question to Mr. Klawans?

1. Did your letter to Mr. Free have on it a return address?

A. Yes.

2. About when was your letter sent?

A. About a week ago as I recall it.

I hereby certify that the above testimony was taken by me before the Court on Monday, December 20th, 1937 at eleven o'clock.

Clara M. Howard,

Acting Stenographer.

Filed Dec. 21", 1937

J.H.H. No. 68 Equity

Petition to Reopen Testimony & Court Order, & Agreement of Solicitors.

The complainant, by Emanuel Klawans, his solicitor, petitions the Court to reopen the taking of testimony to permit him to place in evidence; that for some time prior to 1930, and from 1930 to November 1934, C. Albert Hodges was the duly elected Treasurer and Collector of State and County Taxes for Anne Arundel County; and that in November 1934, he was a candidate for re-election and was defeated by the Vote of the People of said County.

Respectfully,

Emanuel Klawans, Solicitor.

Agreed and consented by the undersigned solicitors for the parties to this cause, that the above statement be entered in the evidence by agreement.

Emanuel Klawans
Solicitor for complainant.

Benjamin Michaelson,
Solicitor for respondents.

Filed Dec. 21", 1937

ORDER

Upon the foregoing petition and agreement it is this 21st day of December A. D., 1937, by the Circuit Court for Anne Arundel County sitting in Equity, Ordered that the above statement be incorporated in the evidence and deemed a part thereof.

Linwood L. Clark. A. J.

Filed Dec. 21, 1937.

PETITION OF EMANUAL KLAWANS, SOLICITOR FOR THE COMPLAINANT.

To the Honorable, the Judges of said Court:

The petition of Emanuel Klawans, solicitor for the complainant in the above cause, respectfully represents:

1. That the opinion of the Court, filed this day in the above cause, contains certain erroneous statements as to what your petitioner has stated the issues in the cause to be, which errors on the part of the court may have influenced the decision, and which your petitioner therefore calls to the Court's attention at this earliest possible moment.

2. That the concluding sentence of the first paragraph of the first page of the opinion states as follows: "On the record and by statement of his Counsel, he prays for this relief solely and exclusively on the ground that the Report of Sale was not filed in Court within the 30 day period named in the Statute", That your petitioner does not pray for relief upon the aforesaid ground alone, but also upon the ground of all other issues introduced by the pleadings and evidence, including, among others, the constitutionality of the laws under which the tax sale in question was conducted and made, and of the proceedings had under the laws; the sufficiency of the proceedings, and of the advertisement of sale, as shown by the exhibits placed in evidence; and other grounds.

3. That in the first paragraph of page two of said opinion is stated as follows: "In argument he very frankly informed the Court that he was relying entirely upon the fact that said report of sale was not made within the 30 day period provided by law, which in his opinion rendered the sale and deed to Mr. Greene a nullity. On the following day, December 21st, Complainant petitioned the Court to re-open said case to permit him simply to put in evidence the fact that for sometime prior to 1930 and from 1930 to 1934, C. Albert Hodges, was the duly elected Treasurer, and that in November,1934,

he was a candidate for re-election and was defeated. Leave was so granted. Therefore,every other objection was abandoned in both the testimony, and argument thereafter."

That when the petitioner rested the testimony and evidence on behalf of the complainant, the Court stated that it presented no issues different from that raised by the demurrer to the Bill of Complaint; to which your petitioner replied that "the advertisement of sale is now in evidence, and other matters, raising the further issues of the sufficiency of the advertisement and the proceedings in evidence". It is true that your petitioner did state that in his opinion the defect in the filing of the report of sale was in itself sufficient to void the proceedings; but your petitioner did not intend, nor does he agree, to waive any other issues or grounds for attacking the sale or obtaining the relief prayed in the Bill that appear from the pleadings or evidence. That your petitioner intends to urge and argue any and all such grounds and issues in the Maryland Court of Appeals, as he would have done in this Court but for the fact that at the conclusion of the testimony the Court announced that it would render its decision within a few days, from which your petitioner understood that the Court did not desire to hear argument.

4. That your petitioner desires to call the Court's attention to the fact that none of the issues created by the pleadings or evidence are intended by him to be abandoned; and stands ready to argue such other issues if the Court desires, although the petitioner does not insist upon such hearing.

And as in duty bound, etc.

Emanuel Klawans,

Petitioner

State of Maryland, Anne Arundel County, Sct:

I hereby certify that on this 6th day of January, 1938, before the subscriber, a Notary Public of the State of Maryland, personally appeared Emanuel Klawans, the petitioner named in the foregoing petition, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true and bonafide as therein set forth.

Witness my hand and seal notarial.

Lucille H. Musterman,

Notary Public

(Notarial Seal)

Filed Jany. 6th, 1938

Service of copy this 6th day of January, 1938, admitted.

Benjamin Michaelson.

Filed Jany. 6", 1938.

OPINION AND ORDER

By Linwood L. Clark, Judge,

January 6th, 1938.

In this case the Complainant defaulted in his payment of taxes on an improved lot for the years 1932, 1933, 1934. October 14th, 1935 the Collector sold said property for non-payment of taxes to Daniel M. Greene, the respondent. This sale was reported to the Circuit Court Feb. 4th, 1937, and finally ratified April 17th, 1937. The bill was filed June 17th, 1937 by the former owner against the purchaser praying, (1) "That said tax sale proceedings and the said conveyance thereunder to the purchaser be declared null and void.", and (2) That the said purchaser be required to convey to him "all the right, title, interest and estate at law or Equity °°°in the said realty." On the record and by statement of his Counsel, he prays for this relief solely and exclusively on the ground that the Report of Sale was not

filed in Court within the 30 day period named in the Statute. (Acts 1931 Ch. 280, Sec. 496)

The Complainant's case is set up in the bill in seventeen paragraphs. Respondent filed a combined demurrer and answer, limiting the demurrer, however, to the fourth and eleventh paragraphs. Because the bill alleged that prior to the institution of said tax sale proceedings, the Complainant had paid all taxes up to said sale, and made other allegations affecting the jurisdiction of the Treasurer to make such sale, the Court set said case for testimony Monday, December 20th, 1937. At this hearing Counsel for Complainant simply put in evidence the proceedings of the tax-sale in question.

In argument he very frankly informed the Court that he was relying entirely upon the fact that said report of sale was not made within the 30 day period provided by law, which in his opinion rendered the sale and deed to Mr. Greene a nullity. On the following day, December 21st, Complainant petitioned the Court to re-open said case to permit him simply to put in evidence the fact that for sometime prior to 1930 and from 1930 to 1934, C. Albert Hodges, was the duly elected Treasurer°°° and that in November, 1934, he was a candidate for re-election and was defeated. Leave was so granted. Therefore, every other objection was abandoned in both the testimony, and argument thereafter. Excepting the report of sale " out of time" the record is undisputed that every requirement of the Code leading up to the sale was fully complied with. Jurisdiction to make the sale is clearly shown by the Treasurer's return or report to the Court, which the Complainant puts in evidence without limitations. This constitutes the undisputed record with no request to add to, vary or supplement it.

As in the case of Baumgartner vs Fowler, 83 Md. 640, 641, there is no proof that the purchaser Mr. Greene had taken possession of the property so purchased."Consequently the Complainant could not sue in ejectment for recovery of the property". Neither could he be heard by Petition in the tax-sale proceeding. After final ratification and enrollment of the Order, the special limited jurisdiction of the Court in the tax-sale proceeding had run its course. "It no longer retained control." The question is therefore properly brought in Equity where the Court in the exercise of its inherent equity powers and under the tax-sale Statutes of the County, "Can give such relief as is proper".Reth vs. Levenson, 135 Md. 398, 399.

There is no issue of fact involved in the instant case. All facts leading up to the sale are set out in the Report to the Court which the Complainant himself put in evidence. The question of law arising from the record is whether the failure to report the tax-sale proceedings to Court within 30 days thereafter invalidates the purchaser's title. Subsidiary questions are: whether ratified tax titles are void or merely voidable; what is meant by substantial compliance in the tax-sale Statute; if the report is made, but "out of time", does this alone constitute failure to substantially comply with the tax-sale law, notwithstanding a 100% compliance in every other respect; what is the distinction between a jurisdictional and non-jurisdictional defect in a tax-sale; and the legal effect of ratification of a tax-sale if defective only in some non-jurisdictional irregularity.

When the Revenue and Taxes Article of the Maryland Code was re-written by Chapter 226 of the Acts of 1929, the Legislature for the first time in the history of the State, required the Tax Collector making the sale to report it to the Court within 30 days

(Sec. 74). The Act, (Sec. 69½) however, provided that unless and until the various taxing authorities by resolution elect to adopt this new tax-sale procedure set up in this 1929 Act the existing law in any County or City would continue in effect. Anne Arundel County instead of adopting said procedure, two years later, (Acts of 1931, Chap. 280) revised the tax-sale sections of the Local Code, (P.L.L.Art. 2) and in Sec. 496, put in the Anne Arundel County law for the first time the provision that " within 30 days from the day of sale the Collector shall report the same." This Section further provides that "Upon final ratification°°°the title to the purchaser shall be good and marketable subject only to the right of redemption of the former owner," and that "No such sale shall be set aside if the provisions of the law have been substantially complied with, and the burden of proof shall be on the exceptant thereto."

Section 396-A provides that, "whenever any real estate shall be sold by the Treasurer, the owner thereof prior to the day of sale may redeem the same by paying into the Court, to be paid the purchaser thereof, within one year and one day from the date of such sale, the amount of the purchase money, and all subsequent taxes paid by the purchaser, and such sums as may have been expended in Insurance, etc.°°°

Section 496-B provides that, "If the redemption period expires and the sale is finally ratified by the Court, the Treasurer shall convey to the purchaser or purchasers the parcel of land so sold and the title to the same shall thereupon be good and marketable to such purchaser or purchasers °°°°."

At the time of Polk vs. Rose, 25 Md. 153, (1866) the power of the tax collector to make a sale of real estate for the payment of taxes so as to convey a good title to the purchaser was a " naked power" specially delegated and rigidly limited and construed. There the Court said"°°°The party claiming under the power is chargable with notice of every inregularity in the proceedings of the officers, and the onus is upon him to show his faithful execution of the power." p. 159. Soon thereafter, Acts 1872, Ch. 384; 1874, Ch. 483, this burden of proof rule was by Statute shifted to the former owner or person attacking the sale. Since then the purchaser after the redemption period expires, and the sale is finally ratified by the Court, acquires a "good and marketable title," according to the Statute. Up to this time the purchaser's title is only prima facie.

The Solicitor for Complainant, in his argument, contended that the validity of a tax-title depended upon a strict or literal compliance with every provision of the tax law appertaining to tax sales, and quoted numerous Court decisions which seemed to substantiate him in that contention.

It is undoubtedly true that the early attitude of State Legislatures and of the Courts was wholly in favor of the owner; that the authority vested in the officer making the sale was a "naked power" to be exercised in exact conformity with the law; and that the tax title was stricti juris.

Gradually, however, many of the States and Courts thereof, observing the bad effect that such a harsh doctrine had upon the tax collecting machinery of their communities, softened the rule by granting more consideration to the purchaser and adopted a more common sense attitude. The early idea that a tax was a burden which the tax-payer must pay against his will gave way to the more recent idea that a tax is an obligation which the owner of property owes the State and County in return for the protection and benefits which he

receives, and that his failure to fulfil his duty in meeting his obligation is a danger that may retard the orderly administration of his community. Consequently it has become necessary to impose a penalty for non-fulfillment of this obligation. Nor is the owner now permitted, under the laws and decisions of those States, which have adopted a more lentient attitude toward the purchaser, to execuse his delinquency and hide behind a cloak of non-compliance with some non-jurisdictional provision of the Statutes by the tax collecting officers. Thid important change in judicial application of the tax laws has been summed up in clear and concise language in a Minnesota decision, London, etc., Mortgage Company vs. Gibson (78 Minn. 53; 80 N.W. 205) The question under discussion was the applicability of the maxim "De Minimùs Non curat lex"," to tax sales, but it might as readily have been applied to statutory provisions which by a common sense interpretation should be held merely directory.

Here is what the Court said (80 N.W . 207):

"It is the theory of those who insist that this maxim is not applicable to such sales, that taxes are imposed upon the citizen against his will, that such a law should have no favors shown it, that it is the general rule that tax laws are strictly construed, and that this construction is of universal application when the property rights of the citizen are involved, and that especially such rights should not be affected by the application thereto of such a vague and uncertain maxim. Fine spun theories are sometimes very plausible, and the citizen occasionally resorts to them to avoid the performance of a public as well as a private duty. But such theories must yield to practical common sense and substantial justice. However, assuming the general rule to be that tax laws must be strictly construed as to their operation upon those thereby affected, we are not disposed to confine in every case the words and phrases of the Statutes to their literal and ordinary signification. Statutes are to be construed so as best to effectuate the intentions of those who made them and such intent should not be defeated by a too strict adherance to the very letter of the law, while the citizen has a right to invoke the protection of the law when the officers of the State attempt by judicial proceedings to compel him to pay his share in carrying on the governmental functions. It is not very easy to see just why he should be dealt with more liberally than when his own private obligations are being enforced. It is true that a tax is a burden, but it is a burden imposed for the very life blood of the State. It is an attribute of sovereignty, possessed for the purpose of promoting the public welfare. And through this power the citizen is protected in his life, liberty and property. Why should he, as a laggard, delinquent tax-payer, be treated any more leiently°°° than he would be when other business relations with his fellow citizens are involved?"(Underlines supplied.)

Some States have enacted Statutes, as in Maryland, declaring that substantial compliance with the tax laws shall be sufficient, and still others have directed that a tax deed shall be construed as conclusive evidence as against non-jurisdictional defects. All of this shows that there is more and more a tendency to revise the rule that the purchaser at a tax sale should be held strictly within the rule of caveat

emptor. The law, since Polk vs. Rose, Supra, was handed down has been very much ameliorated in this State, and particularly for Anne Arundel County. There is no longer the necessity of a 100% compliance, regardless of circumstances, and the onus of showing the regularity of every step in the proceedings is no longer upon the purchaser. Now substantial compliance fulfills the law and a tax deed is atleast prima facie evidence of title in the holder and the onus is upon the one disputing its validity. Miller's Equity, Secs. 835, 836; McMahon vs. Crean, 109 Md., 652. Therefore, it is safe to say at this stage of the Opinion that the delayed report of sale does not render the purchaser's title invalid unless it represents a failure to "substantially" comply with the law. Now what is the meaning of substantial compliance.

No Maryland case is found indicating whether a report of sale, "out of time" constitutes a "substantial" defect in tax-sale proceedings. Failure to report a sale at all (Gross vs King, 150 Md. 292), or a report by one possessing no authority to make the report, which is held to constitute no report at all (Taylor vs Forrest, 93 Md. 529), has many times been held to make the sale a nullity. But since 1931, when the 30 day " time limit" was incorporated in the law, no question involving the effect of failure to strictly observe this time limit has been before the Court. Just what effect this failure alone should have after the redemption period and after final ratification is the question.

There is no dispute that a report of sale is necessary. No title can pass without it. It is an indispensable record. The Court's ratification order is based upon it. It has never, however, been regarded as indispensable to the person whose property was sold. It never has, and it does not now, tell him anything he did not already know to enable him to exercise his right of redemption. Therefore, it was certainly not a matter of substance to him. The report is not made as notice to or for the benefit of the former owner any more than to the purchaser, whose title depends upon it. Not as much. But the Nisi Order is. However, even now, the law does not fix any time limit for the Nisi Order on the Report, notifying the owner and others interested to show cause why the sale so reported should not be ratified. Therefore, can the time of the Report to the Court be a matter of great substance, to be rigidly complied with, when there is no time limitation to its publication for possible objections to the sale. For over 150 years the important requirements have always been, notice of overdue taxes, notice of the levy, and of the place, day and hour of the sale, and the report of sale, originally made to the County Commissioners, but since 1860 to the Circuit Court. The purchaser's title has always depended on the foregoing notices. These the Complainant had in this case. He makes no attempt to deny it. The Court of Appeals has gone back 20 years to set aside a tax-sale for insufficient notice of sale. Amos vs. Abromatia, 122 Md. 256, 258. But it has taken 150 years to find that the time of the report of sale, as distinguished from notice of sale, is at all important. Moreover, delay in the report could only benefit the owner. The report of sale has never been regarded as notice of sale. This fact is too obvious for dispute. It is, and always has been, simply a public record. The Nisi Order upon which the report is based, is the notice to file exceptions, if any, yet no time limit is fixed for this Nisi Order. All of which goes to show that the all important thing to the owner is the series of notices leading up to the sale. These now, as always, are vitally necessary.

In Allen vs. Allen, (114 Wis. 615; 91 N.W. 218) the Court considered a Statute of that

which required the County Treasurer to immediately after the sale, deposit in the office of ------the County Clerk, with all affidavits, notices and papers relative to the tax sale, " a statement containing a particular description of each tract or parcel thereof of land so sold by him, specifying the name of the person to whom sold, the amount for which the same was sold, and the name of the owner, if known", and that the Treasurer and Clerk shall each " record such statement in their respective offices."

In construing that provision the following is the language of the Court:

"We do not think it should be held that this failure renders the deed void. The list is required to be filed, evidently for the information of the County Clerk so that he may know by the records in his office, when parties come to redeem, what parcels have been sold and what sum is necessary to be paid. It is only to a limited extent, if at all, for the benefit of the property owner, for he may ascertain the fact of sale, from the list filed in the Clerk's office. This Court has held in Wright vs. Sperry, supra, (21 Wis. 336) that the requirement that a notice of the expiration of the period of redemption be published six months before such expiration (Sec. 1170, Rev. W. 1898.) was directory merely, and that failure to comply therewith does not void the deed. The decision was placed on the ground that the act was one required to be done after the sale,and over which the purchaser has no control, and hence, that it ought not to affect his rights, there being no provision prohibiting the issuance of a deed in case the statement is not filed.

The reasons on which it is based apply with greater force to the omission of duty here under consideration than to the omission in that case, because the notice of expiration of the time for redemption is plainly intended for the benefit of the property owner alone, and is manifestly of prime importance to him; we hold, therefore, that the requirement that the statement be filed is directory,and not mandatory, and hence that failure to comply with it does not invalidate the deed."(Underlinings supplied).

Brien vs O'Shanghnesy,(71 Tenn. 3 Lea 724),

held, (syllabus):

"The failure of the collector to make return of the Order of sale in due time, as required by the Statute, will not affect the right of the purchaser."

That was the case in which the Court pointed out the distinction between literal and substantial compliance. Further it was said:

"It is settled that the title of execution purchasers of land is not to be affected by the failure of the Sheriff to make proper return, .., Mitchell vs Life, 8 Yerg; 179, and it would be difficult to see why a more rigid rule should apply to a purchaser at a tax sale; in fact the same rule has been applied to a tax sale. Berry vs. Rhea, 1 Tenn, 345".

In Langley vs Batchelder, (69 N.H. 566; 46 A 1085) where the tax collector

was required to report the tax sale within ten days, and it was not done within that time, the Court held that the title of the purchaser could not be affected by the subsequent error or neglect of the collector to deliver to the town Clerk the account and papers within the time prescribed.

In Hanson vs. Franklin, (19 N. D. 259; 123 N.W. 386), it was held, (Syllabus):

"The provisions ... with reference to the filing of the tax list ... with the County Auditor, the delivery of such list to the Board of County Commissioners, and the filing of a copy thereof with the Clerk, are not mandatory, but directory."

In Jepeway vs. Barrett (165 Okla. 220; 25 P. (2nd) 661), it was said:

"...There is nothing in the Statute requiring the filing of a return of a delinquent tax sale by the County Treasurer with the County Clerk which provides that the failure to make such return invalidates the sale. While that return is made evidence of the regularity of the proceedings, the sale record in the office of the County Treasurer is also made evidence of the regularity of the proceedings, and the regularity of the proceedings may be proved by proof of either the sales record in the office of the County Treasurer or the return of the sale by the County Treasurer to the County Clerk". (Underlinings supplied.)

In Playter vs. Cochran, (37 Iowa 258), the Court considered a Statute that made it the duty of the Clerk of the Board of Supervisors, in making up the tax books, to designate each parcel of land sold for taxes and not redeemed by writing the word "sold" opposite each piece of such property, so that when a taxpayer offers to pay taxes on land he would know whether or not it had been sold. For failure to so note, the Court said:

"It seems too clear for argument that where there has been a regular and valid sale of real property for delinquent taxes, a subsequent failure of the Clerk of the Board of Supervisors or of the Treasurer, to perform those duties imposed by the Statute cannot have the effect to invalidate the tax sale. The neglect of the Clerk or Treasurer cannot affect the rights of the tax purchaser previously acquired. He is neither party nor privy to their neglect." (Underlinings applied)

In Starks vs. Sawyer, (56 Fla. 596; 47 So. 513), the Court approved the rule (45 Fla. 507; 33 So. 986) that:

"Failure to comply strictly with those previsions of tax laws which are intended for the guide of officers in the conduct of business developed upon them, designed to secure order, system and dispatch in proceedings, and by a disregard of which the rights of parties interested cannot be injuriously affected, will not usually render the proceeding void."

From the foregoing excerpts, and doubtless others may be found should further search be made, it may readily be observed to how wide an extent the Legislatures and the Courts have in more recent years departed from the once almost universal doctrine that a tax sale must be conducted in exact conformity with the law and that the tax title is stricti juris. It is also obvious that, in those states where a liberalized construction of the tax laws have been directed, the preponderance of the decisions support the conclusion that non-jurisdictional provisions of the Statutes are very generally held to be merely directory and violation thereof by the collecting officers will not invalidate a tax title other-

wise valid. Such should be the holding in this State and in Anne Arundel County where substantial compliance meets the requirements of the law.

It would be otherwise if the report of sale "out of time" should constitute a jurisdictional defect in the proceedings. A jurisdictional defect in a tax sale proceeding cannot be condoned by the Courts. A non--jurisdicional defect may be condoned and held to be insufficient ground for setting aside a tax title once acquired. What, then, is the distinction between these two classes of defects?

Jurisdictional defects will of necessity vitiate a tax sale and tax title. Those defects which go to the jurisdiction are summed up in Vol. 37 Cyc., Taxation XI, M2, P. 1374 as follows:

(1) Fraud and collusion between the offecer making the sale and the purchaser; (2) where the owner was given no notice of the proceedings against it; (3) where the taxes were paid before the sale; (4) where the land was exempt from taxation; (5) where there was a fatal defect in the assessment, as where the landwas wrongly listed in the name of a stranger or was not sufficiently described for identification. Any one of these defects is fatal.

In the same section of 37 Cyc. referred to above, it is stated as the general rule that:

> "Relief of this kind (setting aside a tax title) should not be granted on account of mere errors or irregularities where no fraud or substantial injustice is shown,°°°°.
>
> But a tax sale will not be set aside for mere inadequacy of price, or on account of any defects or injurious acts which resulted from the owner's own conduct or from his neglect to avail himself of his proper remedies in due season."
>
> (Underlinings supplied.)

Such defects and irregularities are non-jurisdictional. Clearly, the requirement that the Treasurer file his return within 30 days after the sale, a ministerial duty over which the purchaser has no control, also a condition subsequent to the sale, notice of which Complainant admits he received, comes within this class and should be construed to be a non-jurisdictional defect. If that be true, the 30 day provision is directory and failure to comply therewith does not invalidate a tax title that has been finally ratified.

Now what is the legal effect of the ratification of a tax sale, upon the purchaser's title? The legal effect of the ratification of a tax sale differs in different States according to the Statutory provisions relating thereto. Ordinarily the order or decree has the force and effect of a judgment. In some States the execution of the tax deed, after confirmation, makes the deed prima facie evidence of title, while in some States it makes the deed conclusive evidence of title.

In two Arkansas cases the effect of the confirmation of a tax sale has been described as follows:

Martin vs. Hopkins, 62 Ark. 421, 35 S.W. 1104:

> "The confirmation decree of the Court having jurisdiction to render it cuts off all controversy as to the mere irregularities of the original tax sale

and forfeiture, such as mere errors in assessment and in the return made thereof, the advertisement, and the payment in part of the taxes, and subsequent misconduct or mistakes of officers, as all these might have been the subject of an answer to the confirmation proceedings,and are not such matters as show a want of jurisdiction of the Court to decree confirmation.". (Underlinings supplied.)

In Boynton vs. Ashbranner (75 Ark. 415; 91 S.W. 20) the Court said:-

"It is also urged that the decree of confirmation is void on its face, because it recites that the lands were sold for taxes on a day not authorized by law. The decree cuts of all inquiry as to regularity and validity of the sale, and it matters not that it was a sale which appears to have bee authorized by law. The theory rests upon the proposition that the owner of the land in the confirmation proceedings had his day in Court to contest the validity of the sale and is barred from thereafter asserting its validity on any ground." (Underlinings supplied.)

While the above quoted excerpts seem to be the common sense view that should be taken as to the effect that the confirmation of a tax sale should have, yet the Courts of this State have not gone that far in the past. But they did not then have the same modifications of the tax laws to construe as we now have in Anne Arundel County.

Just what does prima facie evidence of validity mean, when construed in connection with the Statutes of Anne Arundel County as modified since those decisions were rendered? The Court of Appeals of this State has not explained to any extent what defects, if any, would be held to be insufficient to set aside a tax title after ratification, or what would be considered to be a substantial compliance with the Statute, and what would not be so considered. We have seen, as heretofore states, that substantial compliance is sufficient to sustain the validity of the tax title. It has been held that where no report was submitted by the Treasurer before confirmation the sale should be set aside. But it has never held that the sale should be set aside because the report was not filed in time. Nor has it been called upon to construe the effect of that Section 496 B., the newly added Section of the Anne Arundel County Tax Law of 1931, (Chap. 280) should have in setting at rest a tax title, after the sale has been confirmed. Surely the Court in passing upon a tax title in Anne Arundel County would now be compelled to take cognizance of the intention of the Legislature.

Section 496, Chap. 280, Act of 1931, provided that after confirmation of thesale, the tax deed should convey a good and merchantable title, subject, however, to the right of redemption. But the Legislature saw fit to go still further and enact the amendatory provision which it added to the Act as Section 496 B, which is, in part, as follows:

"496 B. After the expiration of one year and one day from the date of such sale (provided the same shall have been ratified by the Court) the Treasurer shall by a good and sufficient deed to be executed and acknowledged according to law°°°°convey to the purchaser °°°the parcel of land so sold, and the title to the same shall thereupon be good and marketable in said purchaser or purchasers".

What then can be the meaning and effect of Section 496B supra? It surely was incorporated in the Act for some purpose. It seems that the Legislature intended that tax

deeds should set at rest tax titles thereafter acquired, after two important conditions had been effected: (1) expiration of one year and one day from the date of the tax sale. without redemption having been effected; and (2) ratification by the Court. It was stated in the Act that it was emergency legislation. No taxes had been paid for several years prior to its passage upon a considerable percentage of the property within the County, and a serious situation had developed which made it a necessity to have the delinquent property restored to the assessment books, otherwise the County would be greatly impeded in its orderly administration. The reasonable inference is that tax deeds are not to be set aside on merely frivolous grounds; that after the title has been perfected, it may be set aside only on jurisdictional grounds; that violation of a directory provision, or a non-jurisdictional defect, will not be sufficient. This interpretation,if correct, has the effect of making the tax deed more than prima facie evidence of title as to non-jurisdictional defects. A New Jersey case, Mattix vs. Township of Maurice River, (191A. 464), seems to amply substabtiate this view. That decision held that, while the tax deed is merely prima facie evidence of title, yet the effect of the execution of the Treasurer's deed to make the deed more than prima facie evidence as to non-jurisdictional facts, may not be controverted or lawfully urged in any attack upon the title thus conveyed. There is strong reason for proclaiming that the tax deed is conclusive evidence as to facts which are not essentials of taxation.

There is still further evidence that the Legislature intended that delinquent tax property in Anne Arundel County shall be returned to the assessment books. As recent as last May it enacted the emergency Act of May 18th, 1937, Chap. 130, amending Sec.503, Chap. 280, Act of 1931, authorizing the County Commissioners to sell at private sale as well as at public sale, tax sale property acquired by them, and confirming title in those who had purchased such property from the County Commissioners prior thereto. That such amendment was not made equally applicable to purchasers who had received deeds from the County Treasurer prior to its passage was evidently based upon the assumption that Sec. 496 B supre, took care of that class of deeds. There is no good reason for saying that a deed from the County Commissioners should have any more dignity and value than that of a deed from the County Treasurer under the same circumstances.

It is one of the most elementary principles of equity jurisprudence that one who seeks equitable relief must come in with clean hands.

The certified copy of Deed to the Complainant filed with the Bill shows that he purchased the property in July 1930 at a named consideration of ten dollars. The record shows that he paid three on it for one-half year in 1931. No other taxes were ever paid upon it by him. The purchaser paid the taxes from 1932 to 1937 inclusive. Under the circumstances could the Complainant have honestly believed that there was no obligation upon him to pay taxes? Was there any reason for him to believe that, if he failed to pay them when due, his property would not be sold? If he had been in good faith, yet unable to pay them, he could have sought the relief afforded to delinquent tax payers by Chap. 532 of the Act of 1935, which permitted of installment payments of taxes under conditions set forth in that Act. But he made no effort to avail himself of that privilege. The law is very leinient with the Owner. It allows him a grace of a year and a day after the sale to get his taxes together and redeem his property. This right is

entirely independent of the report of sale and has always been.

What standing has the Complainant in a Court of Equity, who does not deny that he had notice of the oberdue taxes, of the levy, of the day of sale, and of the Order to show cause why the sale should not be ratified; and who forfeits his very valuable right of redemption; and then comes into Equity claiming recovery upon the single ground that the report of sale was not filed with the Clerk of this Court within 30 days after the sale? No case has been found in which the Owner has not attempted to prove failure of some vital notice, or violation of some statutory right, to his detriment. In the instant case there appears nothing more than an effort to take advantage of an oversight or error which in effect was beneficial rather than injurious to the owner. Although the redemption period had expired, if the Owner had applied for recovery of his property and proffered full payment of taxes, etc., before the final ratification, his application would likely have received consideration, although there is authority to the effect that " this right to redeem is destroyed, and not merely barred, by the lapse of time prescribed by the Statute without redemption". Hollingworth vs. Scanland, 155 La. 825; 61 C.J. p. 1242, 1243; Finley vs Brown,, 22 Iowa, 538; Harrison vs. Owens, 57 Iowa 314.)

Moreover, in Equity, there is a condition precedent which must be complied with before the aid of a Court of Equity may be sought, to decree a tax-sale a nullity. As a condition precedent upon which this equitable jurisdiction should be exercised, for the relief of complainants, they should be required to pay, or bring into Court to be paid, to the party entitled to receive it, the full amount of the taxes in arrears at the time of the sale by the collector together with the interest accrued thereon to the time of payment, and also all taxes that have subsequently accrued on the property with interest." Steuart vs. Meyer, 54 Md. 554; Reth vs. Levensen, supra, 399.

It therefore seems that the 30 day limit is rather directory than mandatory, or certainly not a matter of substantial importance to the owner, or seriously affecting or controlling the purchaser's title.

This Court therefore comes to the conclusion that failure of C. Albert Hodges,aithorized by Statute to make the tax-sale in this proceeding, to report same within the 30 day period, constitutes a non-jurisdictional error, and not such a failure to comply with the substantial provisions of the law in this County, as would invalidate the purchaser's title. Moreover, it is sufficient ground to dismiss the Bill, that the Complainant neither deposits with the Clerk of the Court the taxes and costs of sale, paid by the purchaser, nor tenders such payments at the hearing on the Bill.

This case is easily distinguished from Anne E. Shipley tax-sale case No. 1726 (1936) Anne Arundel County. In that case the report of sale was also "out of time". But there had been no Court ratification of the sale and no conveyance to the purchaser. The County Commissioners made the purchase. The Nisi Order brought in exceptions of a mortgagee bank that had made a loan of $1,000.00 on the Shipley property. The Bank was an interested party without notice until the Nisi Order was published. Moreover, in ruling on said exceptions, the Court sat in the exercise of special and limited powers, applying only legal principles. The instant case is in Equity, and in it the Court sits in the full exercise of its general and inherent Equity powers and "can give such relief as is proper." Reth vs.Levinson, supra.

An Order will be signed in conformity with this Opinion.

Linwood L. Clark,

Judge.

ORDER

The above case having been heard in open Court on Bill and Answer, testimony having been closed and the record fully argued orally and on written briefs, it is thereupon, ORDERED, adjudged and decreed by the Circuit Court for Anne Arundel County, this 6th day of January, 1938, that the relief prayed by the Complainant be and the same is hereby denied, and the Bill dismissed with costs to the respondent.

Linwood L. Clark,

Judge.

Filed January 6", o938.

ORDER TO ENTER AN APPEAL.

Mr. Clerk:

Please enter an appeal to the Court of Appeals of Maryland from the decree in this case, dated the 6th day of January, 1938.

Emainel Klawans,

Solicitor for the complainant.

Filed Febry, 4", 1938.

AGREEMENT AS TO TRANSCRIPT OF THE RECORD.

To the Clerk of Court:

The undersigned solicitors for the plaintiff and defendants agree as follows concerning the transcript of the record to be sent to the Court of Appeals:

1. That the order of publication of the bill of complaint be omitted.

2. That the certificate of publication of the order of publication of the bill of complaint be omitted

3. That exhibit no. 1 with the bill of complaint be omitted, and in its place make the following statement:

"Exhibit No. 1 with the Bill of Complaint, consisting of a certified copy of a deed dated July 11, 1930, and recorded among the land records of Anne Arundel County in liber F.S.R. No. 72 folio 214 &c, from Frank Bernard and Helena M. Bernard, his wife, to George T. Free, all of the City of Washington, D. C., in fee simple, of all of Lot No. 95 on the plat of Pine Whiff Beach recorded among the Plat Records of said County in Plat Book F.S.R. No. 3, folio 2, said lot fronting 47.5 feet on Kenmore Ave., with a depth therefrom of 115 feet, located in the First Election District of said County, together with the buildings thereon."

4. That exhibit no. 2 with the bill of complaint be omitted, and in its place make the following statement:

"Exhibit No. 2 with the Bill of Complaint, consisting of a certified copy of a deed dated April 21, 1937 recorded among the land records of Anne Arundel County in liber F.A.M. No. 161 folio 364 &c., from C. Albert Hodges, late treasurer of Anne Arundel County, to Daniel M. Greene, in fee simple, of all of the property described in exhibit no. 1 as before set forth."

5. That the report of sale, including the nisi and final orders of ratification, appended

thereto, and all exhibits filed therewith,(except as hereinafter set forth), be set forth in full.

6. That the certificate of publication of the order nisi ratification of sale in the Evening Capital be omitted, and that it be stated to consist of the following.

(1) a copy of the order nisi ratification of sale, as it appears at the end of the report of sale hereinbefore set forth.

(2) A statement, signed by the representatives of the Capital-Gazette Press Inc.,that said order nisi was published in the Evening Capital, 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, 1937, the first insertion being made the 24th day of March 1937.

7. That the certificate of publication of the order nisi ratification of sale in the Maryland Gazette be omitted; and that it be stated to consist of the following:

(1) a copy of the order nisi ratification of sale, as it appears at the end of the report of sale hereinbefore set forth,

(2) a statement, signed by the representative of the Capital-Gazette Press, Inc.,that said order nisi was published in the 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 1937, the first insertion being made the 25th day of March 1937.

8. The opinion of the court is to be omitted from the transcript and printed records, but a statement made that it is agreed to be placed before the Court of Appeals by inserting a copy of the Daily Record containing the opinion in each copy of the printed record in the Court of Appeals.

Emanuel Klawans

Benjamin Michaelson,

Solicitors.

ORDER.

Ordered by the Circuit Court for Anne Arundel County this 28" day of Feb. 1938 that the transcript of the record be prepared in accordnace with the foregoing agreement, the avowed purpose of which is to avoid duplication and abreviate deeds.

Linwood L. Clark,

Judge.

FiledFebruary 28, 1938

COUNT OF APPEALS OF MARYLAND

GEORGE T. FREE,	(	No. 38,April Term 1938
	(	Appeal from the Circuit Court for
vs	)	Anne Arundel County.
	)	Filed: March 24th, 1938.
Daniel M. Greene and Jennie	(	April 7, 1938, Petition for Writ of
Greene, his wife.	(	Diminution filed. Petition granted.Writ Issued
	)	June 14, 1938, Decree reversed with costs,
	)	and case remanded for a decree to conform with
	(	this opinion. Opinion filed Op.-Sloan, J.
	(	June 29th1938, Decree filed. July 14th,1938,
	)	Motion for reargument filed. July 19th,1938,
	)	Motion for reargument overruled.

Appellant's Cost in the Court of Appeals of Maryland,

Record	$ 42.00		
Writ-Diminution	$ 12.00		
Brief	$ 14.00		
Appearance Fee	$ 10.00		
Clerk's Costs	$ 1.30	$79.30	
Appellee's Costs in the Court of Appeals of Maryland.			
Brief	$ 46.50		
Appearance Fee	$ 10.00		
Clerk's Costs	$ 1.90	58.40	$137.70

STATE OF MARYLAND, SCT:

I, James A. Young, 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 twentieth day of July, A.D. 1938.

James A. Young, Clerk

(Court Seal) of the Court of Appeals of Maryland.

(2)

George T. Free	:	In the Court of Appeals of
v.	:	Maryland
Daniel M. Greene	:	No. 38, April Term, 1938.
and Jennie Greene, his wife.	:	

THE APPEAL IN THE ABOVE ENTITLED CASE, STANDING READY FOR HEARING, WAS ARGUED by Counsel for the respective parties and the proceedings have since been considered by the Court.

It is thereupon on this 29th day of June, 1938, by the Court of Appeals of Maryland, and by the authority thereof, adjudged- ordered and decreed that the decree dated January 6th, 1938, of the Circuit Court for Anne Arundel County, be and the same is hereby reversed, and the case remanded for a decree to conform with the opinion.

Carroll T. Bond,
Chief Judge,
For the Court.

Filed: June 29th, 1938.

(1)

George T. Free,	:	Court of Appeals of
vs	:	Maryland,
Daniel M. Greene and	:	April Term, 1938
Jennie Green_, his wife.	:	No. 38.

Judge Sloan delivered the Opinion of the Court.

George T. Free filed a bill of complaint against the defendants, Daniel M. Greene and Jennie Greene, his wife, wherein he alleged that he was seized and possessed of a tract of land in the first election district of Anne Arundel County; that C. Albert Hodges sold the

tract at tax sale to Daniel M. Greene to satisfy the taxes for the years 1931, 1932, 1933, and 1934, and conveyed the same to said Greene; that prior to the tax sale the plaintiff had paid all of the taxes for the said years, (Mullan v. Brydon, 117 Md. 554, 559) and no taxes were due and owing thereon though he expresses his willingness to pay any taxes the court may find he owes; that the proceedings were had under the provisions of the Act of 1931, ch. 280, as amended by the Acts of 1935, ch. 582, which it is alleged are unconstitutional, and the sale therefore void; that no tax bills were mailed or delivered; no levy made nor notice of sale given; advertisement defective; sale not fairly made nor the property sufficiently described; that no report of sale was made within thirty days after sale,as required by ch. 280 of the Acts of 1931, the sale having been made on October 14, 1935, and not reported to the court until February 4, 1937; that the sale and conveyance are a cloud on the plaintiffs' title, and prays that the sale and conveyance be set aside ,and that the defendants, or a trustee to be appointed by the court, to convey the property to the plaintiff, and general relief.

The defendants answered denying every charge of irregularity in the proceedings, except that they admit the report was not made within thirty days of the sale, but aver that the law was substantially complied with.

The record is made up wholly of the bill, answer and proceedings as reported by the late County Treasurer of Anne Arundel County, C. Albert Hodges, and that is the evidence upon which this case must be decided.

The duties and rights of the Treasurer of Anne Arundel County, who is the collector of State and county taxes, so far as concerned in this case, are found in sections 487, 488, 492, 495, 496, 496A and 496B of Article 2 of the Local Code. Section 495 was amended by the Acts of 1931, ch. 280, 1933, ch. 306 and 1935 ch. 582. Sections 496A and 496B were added by ch. 280, Acts of 1931.

When the sale was made C. Albert Hodges was not treasurer of Anne Arundel County, his term of office having expired the preceding May 1, 1935, but provision was made for the collection of taxes for the year 1934 and preceding years by him, which was a departure from the provision of Section 492 by which an outgoing treasurer is required to deliver all uncallected tax bills for the year last preceding the expiration of his tern of office to his successor, who shall be chargeablewith the same. Mr. Hodges' salary ends with the expiration of his term of office, but he was to receive a commission of one and a half per cent on county taxes collected by him.

By the Act of 1935, ch. 582, sec. 495, it is provided that,immediately after the first day of February in the year nineteen hundred and thirty-six, and each and every year thereafter, and in no event later than the tenth day of said month, the treasurer shall make an alphabetical list by election districts, in their numerical order, of all taxes due and in arrears, which list shall contain the names of the person or persons or body corporate assessed with property upon which taxes are due and in arrears, a brief description of the propertysufficient to identify it, and taken from the assessment books of the county, the amount of the tax levied and in arrears, and of all taxes in arrears and interest accrued, and to accrue thereon, to the date of sale, and shall notify the person or persons or body corporate by mail to their last known post office address or to the address shown by the assessment books of the county, that if said tax or taxes are not paid on or before the

second Monday in October next ensuing ... he will proceed at ten o'clock A. M. on the second Monday in October next ensuing at the Court House in said County, to offer each and every of said parcels of land and premises ... for sale to the highest bidder for cash; which said list and notice shall be published in at least two newspapers printed and published in said County for four successive weeks prior to the second Monday in September." This delinquent list, then, is the advertisement of sale to be published in four successive weeks preceding the second Monday of September preceding the second Monday of October next ensuing, the taxes on all of the properties mentioned therein, and unless the taxes be sooner paid, the properties will then be sold.

With respect to the taxes due and payable for the six months period from July 1, 1931, to and including the year 1934, which is the period of time covered by the tax bills in this case, the late treasurer was to have until the second Monday of August 1935, to publish the list and notice of delinquent taxpayers. The first insertion in one of the newspapers carrying the list or advertisement was on August 8, 1935; in the other newspaper the first insertion was on August 9, 1935, and in both the next three successive weeks which allowed the time prescribed to intervene between the publication and sale of the second Monday of October. The plaintiff raises an objection to this as a violation of sec. 33, Art. 4 of the Constitution which forbids the General Assembly to pass a local or special law "For extending the time for the collection of taxes". The provision did not extend the time when taxes were due and payable. The Act of 1933 ch. 306 and the Act of 1931, ch. 280, had provided for the sale of delinquents' property on the second Monday of April in each year, while the Act of 1935 ch. 582 allowed a postponement of a sale until the second Monday of October. It was a delay in the day of sale, and not an extension of time of payment. There was a provision in the Act of 1935, ch. 582 for an amortization plan of payment for taxes for 1934 and prior years, for which who applied for it which extended the time for the last payment to October 1, 1939, but there is no evidence that the plaintiff availed himself of the privilege, so that he cannot complain, and we are not called on to express an opinion of its validity. There was still the remedy by suit at law in assumpsit. (Bassett v. Ocean City, 118 Md. 114, 119; Art. 81, sec. 145, Supplement to Code 1935, Art. 1929, ch. 226), which had not been changed.

According to the report of the Late Treasurer C. Albert Hodges he made the levy "in accordance with law on said lot of ground. All the previous requirements of said Act of Assembly having been complied with, and that notice thereof, together with a copy of the bill for taxes due, interest and all costs including that of levy, was mailed to the said George T. Free at Edgewater P.O., Md., on the 4th day of August 1935, being his last known address, or the address shown on the assessment books for said county, together with a notice that if said bill for taxes, interest and costs were not paid by the second Monday in October, 1935, the property levied upon would be sold at public sale." The property was advertised the required times in two newspapers of the county, and, on October, 14, 1935, sold to Daniel M. Greene for $108.17, one dollar more than the taxes and costs, Mr. Hodges being present at the sale. The record shows that the sale, though made, October 14, 1935, was not reported to the court until February 4, 1937, an order nisi passed March 10, 1937, published for three weeks and an order ratifying the sale passed April 17, 1937.

The order of ratification, if the report shows no jurisdictional defects or omissions

in the proceedure, is prima facie evidence of the correctness of the acts of the collector or treasurer. which, however, only means that it is necessary for the party attacking it to offer evidence to prove its incorrectness and upset a sale. Cooper v. Holmes, 71 Md; Richardson v. Simpson, 82 Md. 155, 159; Riverdale Presbyterian Church v. Pugh, 154 Md. 550. Many of the courts of this country have held to the strictest compliance with every detail from the time of levy of the tax to the ratification of the sale., the failure to comply strictly with every detail being fatal to the title in the hands of any purchaser. Just why there should be such a difference in the presumptions arising from the ratification of a judicial sale and of a tax sale has never been satisfactorily explained. This court declared in McMahon v. Cream, 109 Md. 652, 666, that "it is only necessary that there shall be a substantial compliance with the tax law under which the sale was made."

There is no contradiction of anything done or to be done as required by statute, preceding the day of sale except the question the plaintiff raises of the sufficiency of the advertisement of the property. What the statutes require is that in the delinquent list, Act of 1935 ch. 582, sec. 495 there shall be "a brief description of the property sufficient to identify it, and taken from the assessment books of the county". Section 491 of Art. 2 of the Local Code, title "Anne Arundel County", as enacted by the Act of 1931, ch. 280, requires "the Clerk of the County Commissioners to enter upon the assessment books of said county in case of each and every assessment, such brief description of the property assessed, its general location, number of acres, or lot, section and block numbers, if a platted development, or street number in cities, towns and villages, and designation of improvements, if any, which may be adequate and sufficient to render said property easy of identification and adaptable for use by the treasurer for tax sale advertisement". In Riverdale Presbyterian Church v. Pugh, supra, it was held that "a proper notice or advertisement was a jurisdictional requirement", the failure to literally observe which would be and was sufficient to set aside, in an ejectment suit, by the owner against the purchaser which had entered into possession after a tax sale which had been made, reported and ratified. In that case the local law for Prince George's County required the notice or delinquent list to "contain the name or names of the person or persons appearing upon the assessment book as the owner or owners of each piece of said real estate, and if said real estate has changed hands in whole or innpart, and such change be known to the treasurer, also, the present owners thereof, the location of the property by district, the quantity of land it contains and other matters of description that may be known to the treasurer, such as its name, the adjacent property holders, the book of the county land records which contains the transfer of said property to the present owner, if ascertained, and the amount of taxes in default, with the interest and penalties accrued, and to accrue to day of sale upon each piece of said real estate", and the opinion in that case though it may appear to be strict, merely followed the language of a very enacting statute in the matter of the description of the property to be sold. Under such a statute no purchaser at a tax sale would be secure in his purchase unless he had inspected the tax and assessment books and examined the land records of his county, and interviewed the treasurer.

The assessment record for Anne Arundel County and the delinquent list and notice of sale described the property in this case "Free, George T. Lot 95 and improvements as shown on the plat of Pine Whiff Beach, Anne Arundel County, Md." It did not give the place of

record, the dimensions of the lot, or a description of the improvements, but the statute did not require any of these details, as in the case of Riverdale Presbyterian Church v. Pugh, supra. The Plaintiff filed as an exhibit to his bill a copy of his deed, which shows that George T. Free did own "Lot No. 95 on the Plat of Pine Whiff Beach recorded among the Plat Records of said County F.SR. No. 3 folio2", the dimensions being 47.5 feet by 115 feet. The description and designation were in conformity with the language and requirements of the statute, supra, and the property was "easy of identification". It certainly was not an eroneous description and not calculated to mislead. Millers' Eq. Proc. 572, sec. 491.

To the sale of the property in this case we find that there has been substantial compliance with every requirement of the local law of Anne Arundel County essential to a tax sale and that the sale to him was valid.

This brings us to the final question, and the one most strongly urged by the plaintiff, and that is the delated report of sale. Sec. 496 of Art. 2 of the Local Code, as amended by the Act of 1931, says: "When any real estate shall be sold for taxes under the provisions of this Article, said sale or sales in each and every case shall be reported by the treasurer to the Circuit Court for Anne Arundel County within thirty days from the date of said sale, in which report shall be shown to whom and at what price such several parcels of land ooo were respectively sold ooo, Upon which report, if the court shall find the proceedings regular, and that the provisions of the law in relation thereto have been complied with, there shall be a brief order nisi passed in each case and a copy thereof published ,as in the case of judicial sales by trustees ooo and if no sufficient cause to be shown to the contrary, the sale shall be finally ratified by the said courtooo where there has been no sufficient cause shown, ooo upon final ratification of any such sale or salesooo the treasurer shall convey to the purchaser the property purchased by the latter,) ooo subject only to the right of redemption of the former owner as hereinafter specified. No deed shall pass until the end of said redemption period" etc.

"496 A. Whenever any real estate shall be sold by the Treasurer the owner thereof may redeem the same by paying into Court, to be paid the purchasers thereof within one year and one day from the date of such sale, the amount of the purchase money, etc."

"496B. After the expiration of one year and one day (provided the same shall have been ratified by the court) the treasurer shall by a good and sufficient deed to be executed and acknowledged according to law, and at the cost of the purchaser, convey to the purchaser or purchasers the parcel of land so sold, and the title to the same shall thereupon be good and marketable in said purchaser or purchasers".

The question then is whether the requirement of a report <u>within</u> thirty days (sec. 496) is mandatory or directory, and the further question, whether the owner can complain if the report is delayed. The exact question has not been decided by this court, so that resort must be had to a construction of the statute, especially in its relation to the rights of the parties. In 3 Cooley on Taxation (4Ed.), sec. 1450 it is said: "A report of the sale by the officer who has made it is commonly provided for, sometimes for the purposes of a record exclusively, and sometimes, also, because some other officer than the one who made the sale is to execute the deed. The making of this report is important to the landowner if his right to redeem is to depend upon or be ascertained by it, and

then the failure to make it would be fatal. If made, it should be filed or recorded in proper time, and should conform in its recitals and certification to the statutory requirements, and the deed, if one is given subsequently, must follow the report. But where the case is such that a report is of no importance to the landowner, he would probably not be heard to complain of a failure to make return, or of errors or imperfections it in," 61 C.J. 1915.

The only right the plaintiff landowner has, if his taxes were in default, after sale properly made, is to redeem, and he has a year and a day from the day of sale, not from the report of sale, but from the day of sale, to exercise that right. The collector is a ministerial officer, upon whom certain duties are imposed by law, If he fails to perform his duties he can be indicted for his failures or neglect, or he may be mandamased. In this case the one who was hurt, if any one was, was the purchaser; he could not obtain an assignable or transferrable title until he had a deed. The sale divested the landowner of his title, and unless he redeemed this interest was at an end; the one most interested in a report was the purchaser, because he did not have title until he got a deed. (Gross v. King, 150 Md. 291.) by an official authorized to make it. The plaintiff relies on the case of Taylor v. Forrest, 96 Md. 529, in which it was said (p. 532); "The report should be made by the collector with all convenient speed, after the sale, in order that the owner of the land and others in interest, may have information of the facts, so as to decide upon the equity of redemption or contest the validity of the proceedings within the period allowed by law ." Although the precise question argues in Taylor v. Forrest, was whether a successor tax collector could report a sale made by his predecessor, the necessity of a report, where one was required, was to enable the landowner to decide whether to redeem or contest the sale, and that to do this a report of sale should be made,at all events, within the period of redemption. If this was not the rule adopted by this court, then the case could have been remanded in order to allow the the collector making the sale to make the necessary report, regardless of the element of time. The thirty day provision for a report may be directory, and we think it is (Allen v. Allen, 114 Wis. 615) but it must be made within time to allow for the publication of an order nisi, so that the landowner may have the time to decide whether he shall redeem the property or contest the collector's right to sell, in a proceeding in a court of special and limited jurisdiction from whose action there is no appeal (Shannahan v. Maulsby, 129 Md. 493), a factor which adds to rather than substracts from the importance of a timely report. The limit of grace in the collector would be about eleven months from the day of sale, which has been extended in this case about five months too long. For this reason, and this alone, the decree of the chancellor must be reversed.

Decree reversed with costs,
and case remanded for a decree to
conform with this opinion.

Filed June 14, 1938.
Filed 20 July, 1938
(For further papers see pages 67 and 68, written out of place.)

Filed 20 July, 1938

Agreement to Submit without Oral Argument, on Written Brief.

The complainant, by Emanuel Klawans, his solicitor, and the respondents, by Daniel M.

Greene and Benjamin Michaelson, their solicitors, respectfully show that the Court of Appeals has handed down its mandate in the above cause whereby the complainant is entitled to the relief prayed in his bill upon performance of his equitable duty to pay to the tax sale purchaser such sums as are required by law to be paid to him, and they do hereby agree to submit to this court for decision the amount to be paid, upon written briefs to be filed by the parties, hereby waiving oral argument unless this Court should desire the same, all rights of appeal being reserved to both sides.

The complainant contends that the situation is as though no tax sale had occurred, and that he should pay all taxes due, with the ordinary interest on unpaid taxes provided for by law. The respondents contend that they should receive the same amount as if the property had been redeemed during the period of redemption, including all items required to be paid in event of redemption under Chapter 280 Acts 1931 Section 496A. More specifically, this involves a determination whether or not the complainant should pay (1) premiums for fire insurance purchased by the tax sale purchaser to protect his interest in the property, for the year ending October 1937, (2) cost of publishing the delinquent list, and for the year ending October, 1938, (3) cost of holding tax sale, (4) cost of report of sale, (5) cost of deed to purchaser, (6) cost of recording deed to purchaser, (7) ten per cent interest upon all of said sums, or any of them, and upon taxes paid by the purchaser subsequent to the sale, (8) the proper rate of interest to be paid upon the sums expended by the tax purchaser, if any.

The tax sale purchaser contends that interest should be paid up to the time that settlement is actually made. The complainant contends that interest should be paid only to the time that the answer to the bill of complaint was filed.

The respondents contend that they should not be charged with the cost of the Writ of Diminution issued by the Court of Appeals in this cause. The complainant contends that this question is concluded by the judgment of the Court of Appeals, and by its decision in the motion for re-argument filed in said Court in which the question was specifically raised.

Respectfully,

Emanuel Klawans,

Complainant's solicitor

Daniel M. Greene

Benjamin Michaelson,

Respondent's solicitor.

Filed 9 August, 1938.

DECREE AFTER MANDATE.
By Linwood L. Clark, Judge,
September 7th, 1938.

It appearing in the Mandate from the Court of Appeals that this Court's Order was reversed and the case remanded for a decree in conformity with its Opinion; and

It appearing in said Opinion that while the tax-sale involved in these proceedings was in all respects in conformity with the law and therefore valid, nevertheless the owner's right of redemption was violated by proceedings subsequent to said sale; and

It further appearing that, sitting not as a Court of special and limited jurisdiction in a tax-sale case, but as a Court of Equity in the exercise of its inherent Equity powers, and as such Court it "can give such relief as is proper," which in this case (where the purchasers are the only parties defendant) is the right of the complainant to a deed from the

respondents conveying all their right title and interest in and to said tax-sale lot and improvements upon conditions hereinafter set out.

It is thereupon ORDERED adjudged and decreed this 7th day of September 1938 that the respondents convey to the complainant George T. Free, all his right title and interest in and to lot No. 95 with improvements as shown on the Plat of Pine Whiff Beach, Anne Arundel County, Maryland, conveyed to them by C. Albert Hodges, late Treasurer, dated April 21st. 1937, and recorded among the Land Records of this County in Liber F.A.M. 161, Fol. 364, - upon payment to said respondents of all State, County and other taxes and public charges paid by the respondent to said C. Albert Hodges, late Treasurer, with 6% interest from date of said payment to the date of reimbursement of respondents; and upon payment to respondents of all State, County and other taxes and public charges since paid to Joseph E. Pepper, Treasurer, with interest from date of payment to the date of reimbursement of respondents; that jurisdiction is retained by this Count until final settlement by the complainant and delivery of deed by the respondents in conformity with this Order, in default of which settlement within a reasonable time a further Order will be passed. Costs to follow the Mandate from the Court of Appeals.

Linwood L. Clark, Judge.

LLC/cmh

Filed Sept. 8th, 1938.

ANNIE MAY SLEIGHT, An Incompetent, by George L. Sleight, Trustee, Complainant,

VS.

LEE C. SLEIGHT, 2920 St. Paul Street Baltimore, Md.

EQUITY NO. 9552

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

Mr. Clerk:

Please file Bill of Complaint, Plaintiff's Exhibit Number 1, and issue for the Defendant.

R. Legare Webb,

George E. Rullman

Filed Oct. 18, 1948.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of the said Annie May Sleight, by George L. Sleight, her Trustee, respectfully shows unto the Court:

1. That by a decree of the Circuit Court # 2 of Baltimore City, passed on the 18th day of September, 1947, in a cause entitled "Ex Parte, In the Matter of Annie May Sleight, An Incompetent", Docket 56 A, folio 521, the said George L. Sleight was appointed trustee to care for and manage the property of the said Incompetent.

2. That the said Annie May Sleight and Lee C. Sleight, are seized in fee-simple, in equal shares, as joint tenants of a lot of ground situate on the south side of Belle Grove Avenue, being designated as Lot # 10, on a plat of the "Thomas Tract", recorded among the

Land Records of Anne Arundel County in Plat Book W. N. W. no. 3, folio 17, the improvements on said lot consisting of a brick and frame structure formerly used as a paint manufacturing plant. The title to said lot was acquired by the parties hereto as joint tenants, by deed to them from The Land Record Holding Company, dated February 20th, 1943, and recorded among the land records of Anne Arundel County, in Liber J.H.H. No. 275, folio 470 &c; which deed, containing a full description of the said lot of ground is filed herewith as a part hereof, marked Plaintiff's Exhibit #1.

3. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated and in order to make a division of said interests it will be necessary that said real estate be sold and the proceeds divided between the parties according to their respective interests.

Wherefore, Your Oratrix prays:

(a) That a decree may be passed by this Court for the sale of the said real estate.

(b) That the proceeds of said sale may be distributed to the said Annie May Sleight, and Lee C. Sleight, according to their respective interests.

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

May it please Your Honor to grant unto your Oratrix the writ of subpoena, directed to the said Lee C. Sleight, residing at 2920 St. Paul Street, Baltimore 18, Maryland, commanding him to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

And as it duty bound, &c.,

Annie May Sleight

By George L. Sleight, Trustee,
Complainant.

George E. Rullman

R. Legare Webb,
Attorneys for Plaintiff.

Filed October 18, 1948

PLAINTIFFS' EXHIBIT NO. 1, D E E D .

THIS DEED, Made this 20th day of February in the year one thousand nine hundred and forty-three by The Land Record Holding Company, a body corporate duly reganized and existing under the Laws of the State of Maryland, party of the first part; and Annie May Sleight, and Lee C. Sleight, her son, of the City of Baltimore, State of Maryland, party of the second part.

WITNESSETH that in consideration of the sum of Five ($5.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged; the said party of the first part doth grant and convey unto the said parties of the second part, as joint tenants and (not as tenants in common) their assigns, the survivor of them and the heirs and assigns of such survivors in fee simple, all that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same on the south side of Belle Grove Avenue, at the distance of two hundred and two and forty-six hundreds (202.46) feet easterly from the beginning point of the property described in a Deed from the Brooklyn-Curtis Bay Land Company to Henry J. P. Berger and wife dated June 19, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 77, folio 266; and running thence easterly, binding on the south side of Belle Grove Avenue one hundred and one and twenty-three hundredths (101.23) feet to the west side of a forty-foot road; thence southerly binding on the west side of said

forty-foot road three hundred and forty-seven and nineteen hundredths (347.19) feet to the northern outline of Lot No. 13 on the Plat of the "Thomas Tract" recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 17; thence westerly binding on the northernmost outline of said Lot No. 13 one hundred feet to the southeast corner of lot No. 11 on the aforesaid Plat; thence northerly binding on the easternmost outline of said lot No. 11 three hundred and thirty-one and forty-six hundredths (331.46) feet to the place of beginning. Being known and designated as Lot No. 10 on the aforesaid Plat of the "Thomas Tract".

BEING the same lot or parcel of ground as described in a Deed of even date and recorded or intended to be recorded among the Land Records of Baltimore City prior hereto from Annie May Sleight, widow to The Land Record Holding Company.

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

TO HAVE AND TO HOLD the said lot or parcel 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 parties of the second part, as joint tenants and (not as tenants in common) their assigns, the survivor of them and the heirs and assigns of such survivor, in fee simple.

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

WITNESS the signature of said body corporate by the hand of John J.Neubauer, its President and the corporate seal hereunto affixed.

TEST: (CORPORATE SEAL) THE LAND RECORD HOLDING COMPANY

Margaret M. Barry. By John J. Neubauer, (Seal)
President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of February, in the year one thousand nine hundred and forty three before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared John J.Neubauer, President of The Land Record Holding Company and he acknowledged the foregoing Deed to be the act of said body corporate.

WITNESS my hand and notarial seal the day and year last above written.

Margaret M. Barry,

(Notarial Seal) Notary Public.

(For Stipulation See Page 80)

Filed Oct. 18", 1948

Received for record March 22,1943,at 3:05 P.M., Liber J.H.H. No.275,Fol.470.

A N S W E R

TO THE HONORABLE, THE JUDGE OF THE SAID COURT:

The answer of Lee C. Sleight, defendant, respectfully represents:

1. That your respondent admits the allegations of the first paragraph of the Bill of Complaint herein filed.

2. That your respondent admits the allegations of the second paragraph of said Bill

of Complaint, subject to the averments hereinafter set forth in this answer,so herein filed.

3. That your respondent in answering the third paragraph of the said Bill of Complaint admits that the property therein referred to is not susceptible of a physical partition, and further admits that if it is necessary to partition the value of the said property that a sale thereof will be essential.

4. Further answering the said Bill of Complaint and the whole thereof your respondent feels impelled to set forth briefly herein a reference to the fact that at the time of the conveyance of the herein described property to them as joint tenants it was understood between Annie May Sleight, Mother of this respondent, and this respondent that in consideration for the payment of certain obligations of the said Annie May Sleight by your respondent, which he paid, and in further consideration of your respondents continuing to live with the said Annie May Sleight and maintaining a joint household, all of which the respondent has done, that the property herein described (as well as others jointly owned of record by these parties) would descend to and become the property of the surviving joint tenant, an agreement, which by reason of the far younger age of your respondent was designed to constitute your respondent as the owner of the said property. With the added protection to the said Annie May Sleight, respondent's Mother, that in the event of the unexpected prior death of your respondent that she would then again become the owner of the said property. That your respondent has performed all of his undertakings, which constitute a valid consideration for the aforementioned agreement, and having advanced a considerable sum of money in reliance upon and in accord with the said agreement, your respondent avers that the Committee, acting without the knowledge or consent of the said Annie May Sleight, is not entitled under the circumstances to a partition or to a sale in lieu of partition of the said property.

5. Further answering the said Bill of Complaint and the whole thereof your respondent further alleges that during the period of the record joint title ownership of the herein described property, beginning in the year 1943, your respondent personally has paid or caused to be paid the real estate taxes assessed against the said property including that for the year 1948 in the amount of $51.22 (being the 1948 tax payment indivually made by your respondent), and has paid or caused to be paid various other expenditures in connection with the maintenance or protection of the herein described property. And your respondent is advised and accordingly avers that in any event he is individually entitled to a lien or to repayment out of any proceeds of any such sale of said property as may be herein directed equivalent in amount to the aggregate of his herein mentioned disbursements and expenditures in connection with the said property.

WHEREFORE having fully answered said Bill of Complaint your respondent prays that the said Bill of Complaint be hence dismissed with costs.

AND AS, &C.

Ridgely P. Melvin, Jr.,

Solr. for Respondent
Towns-Worth Bldg.Annapolis, Md.

Lee C. Sleight,

Nathan Patz-Solicitor for Lee C. Sleight, Respondent.

Sworn to by the above named Lee C. Sleight, Respondent, on the 30th of November,1948 as to the aforegoing matters and facts being true according to the best of his knowledge and belief, before the subscribing Notary Public of the State of Maryland,in and for the City of Baltimore.

(N tary Seal)

Eugenia A. Riefner, Notary Public.

J.H.H. No. 68 Equity

I hereby certify that on this 30th day of November, 1948, a copy of the above answer was mailed to R. Legare Webb, Esquire, one of the Solicitors for the Complainand, by prepaid postage to his office address in Baltimore, Maryland.

Nathan Patz, Attorney.

Filed Dec. 1", 1948

S T I P U L A T I O N.

It is agreed and stipulated between counsel for the respective parties hereto that time for the respondent herein to file an answer to the Bill of Complains exhibited in the above captioned cause be and the same is hereby extended to and including December 1, 1948.

R. Legard Webb,
Solicitor for Complainant

Nathan Patz,
Solicitor for Defendant.

November 12, 1948

ORDER OF COURT

Upon the aforegoing Stipulation it is this 13th day of November, 1948 ORDERED by the Circuit Court for Anne Arundel County, in Equity, that time for the defendant Lee C. Sleight, to answer the Bill of Complaint herein be and the same is hereby extended to and including December 1, 1948.

Benjamin Michaelson,
Judge.

Filed Nov. 13", 1948

COMPLAINANT'S EXHIBIT # 1.

THIS DEED, Made this 20th day of February in the year one thousand nine hundred and forty-three by Annie May Sleight, widow, of the City of Baltimore, State of Maryland, party of the first part; and The Land Record Holding Company, a body corporate duly organized and existing under the Laws of the State of Maryland, party of the second part.

WITNESSETH that in consideration of the sum of Five ($5.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged; the said party of the first part doth grant and convey unto the said parties of the second part, its successors and assigns, in fee-simple, all that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, that is to say-

BEGINNING for the same on the south side of Belle Grove Avenue, at the distance of two hundred and two and forty-six hundredths (202.46) feet easterly from the beginning point of the property described in a Deed from the Brooklyn-Curtis Bay Land Company to Henry J. P. Berger and wife dated June 19, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 77, folio 266; and running thence easterly, binding on the south side of Belle Grove Avenue one hundred and one and twenty-three hundredths (101.23) feet to the west side of a forty-foot road; thence southerly binding on the west side of said forty-foot road three hundred and forty-seven and nineteen-hundredths (347.19) feet to the northern outline of Lot No. 13 on the Plat of the "Thomas Tract" recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 17; thence westerly binding on the northermost outline of said Lot No. 13 one hundred feet to the southeast corner of Lot No. 11 on the aforesaid Plat; thence northerly binding on the easternmost outline of said lot No. 11 threehundred and thirty-one and forty-six hundredths (331.46) feet to the place of beginning. Being known and designated as Lot No. 10 on the aforesaid Plat of the "Thomas Tract".

Being the same lot or parcel of ground as described in a Deed dated June 25, 1926,and recorded on June 26, 1926, at 9:00 A.M., among the Land Records of Anne Arundel County in Liber W.M.B. No. 25, folio 333 from Henry J. P. Berger, his wife to George L. Sleight; the said George L. Sleight having departed this life on June 11, 1933.

THE ABOVE DESCRIBED PROPERTY having been devised to Annie May Sleight under the Last will and Testament of her husband, George L. Sleight, and said Will having been duly probated in the Orphans' Court of Baltimore City and filed for record in the office of Register of Wills Liber J.H.B. 176, folio 511.

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

TO HAVE AND TO HOLD the lot or parcel 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 party of the second part, its successors and assigns in fee-simple.

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

WITNESS the hand and seal of said grantor.

Test: Annie May Sleight (SEAL)

John J. Neubauer

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 20th day of February in the year one thousand nine hundred and forty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Annie May Sleight, widow and she acknowledged the foregoing Deed to be her act.

WITNESS my hand and notarial seal the day and year last above written.

Margate M. Barry,

(Notarial Seal) Notary Public.

Received for record March 22, 1943,at 3:05 P.M., Liber J.H.H. No. 275,folio 468

Filed January 25", 1949

TESTIMONY and STIPULATION.

Before Judge Clark.

PRESENT:

Messrs. Webb and Rullman, Solicitors for Plaintiff.

Messrs. Melvin and Patz, Solicitors for Defendants.

I Hereby certify that the following testimony was taken by me as Court Stenographer, on Thursday, January 27th, 1949, and by me transcribed for the record.

Juliet D. Strahorn,

Court Stenographer.

Mr. Clerk:- Please file, Julien D. Strahorn,

Court Stenographer.

WITNESS:° John M. Bandel ..... 2 to 3

STIPULATION, ... 4.

WITNESSES::- - - - - -

COSTS:
JDS ---------$7.50

°°°°°°°Offered in evidence and marked Exhibit 1-A, DEED from The Land Record Holding Company, a body corporate, to Annie May Sleight and Lee C. Sleight, her son, dated the 20th day of February, 1943, and recorded among the Land Records of Anne Arundel County in JHH 275, folio 470;

John M. Bendel, a witness of lawful age, being first duly sworn, deposes and says:- (Webb)

1. Give your name, address and occupation?

A. John M. Bendel, Baltimore, Md., Broker and Appraiser.

°°°°°Qualifications of witness admitted by Defense.

2. Did you have occasion to examine property on the South side of Belle Grove Road belonging to the plaintiff and the defendant in this case?

A. Yes I did.

3. Describe, if you will, what the property consists of?

A. It faces on Belle Grove Road roughly about half way distance of that road which comes in at Pumphrey and out at Brooklyn Park.

4. How large is it?

A. 101 feet front and 100 feet in rear and about 341 feet on one side and about 334 on the other.

5. Any improvements?

A. An old brick building on the lot looks like it had been abandoned because of fire,all the openings were boarded up looked like had been some fire.

6. Is this property, in its present condition, susceptible of partition in kind between the parties?

A. No, the lots in that locality are all about 100 feet X 300 feet.

7. What was the building used for?

A. It was a commercial building used for manufacture of paint. It is in a dilapidated condition now not in use.

8. What did you take it to be worth?

A. The value of the land about $1500; two lots sold in there recently and that is what they brought, $1500 a piece, the building has no value because I could not visualize what use could be made of it, and might be a detriment, it is 30 feet wide and 150 feet long and 10 feet high. Has a trailer camp right next door to it and a colored neighborhood on one side and on the other side a tavern, not a very nice neighborhood, the trailer camp adjoins it.

See next page for STIPULATION.

STIPULATION. In Open Court.

It is stipulated by Counsel in open Court, that the question comparable to the one injected by the 4th paragraph of the Answer of this Respondent was decided in a proceeding between these same parties involving the sale in lieu of partition of a property in Baltimore some months ago, and because of the disqualifications of the respondent, Lee C. Sleight, to testify concerning transactions had with his mother, Annie May Sleight, the incompetent, the Court, Judge Mason of Baltimore City presiding, ruled that proof of that arrangement had not been presented.

We further STIPULATE that the mental incompetency of Annie May Sleight continues,and

that the Respondent in these proceedings would be for the same purpose disqualified from testifying to such an arrangement.

It is further STIPULATED, subject to verification as to the accuracy of the figures, by Counsel for the Plaintiffs, that since the transfer of title to the property described in theseproceedings, in 1942, that the Respondent, Lee Sleight, one of the joint owners, has expended for taxes to the County Commissioners of Anne Arundel County, an aggregate of $347.30, and during that period has expended for Fire Insurance premiums upon the improvements on the property an aggregate of $418.13, and that these payments and disbursements will be considered in the Auditor's Account to be filed herein after the sale of the property by the Trustees to be named in the DECREE.

(Mr. Webb) We represent the only interests in the property.

Filed January 28", 1949

D E C R E E.

The above cause standing ready for hearing and being submitted, the Bill, Answer and all the other proceedings were, by the Court, read and considered:-

It is thereupon, this 5th day of February, 1949, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the parcel of land together with the improvements thereon, situate on the south side of Belle Grove Avenue, being designated as lot #10 on a plat of the "Thomas Tract" recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. #3, folio 17; being the same parcel of land described in a deed dated February 20th, 1943, recorded among the Land Records aforesaid in Liber J.H.H. # 275, folio 470 &c., from The Land Record Holding Company to the said Annie May Sleight et al. (being the same property mentioned in these proceedings); is not partible or divisible in kind; that the same be sold, and that Nathan Patz and R. Legare Webb, be and they are hereby appointed Trustees to make said sale and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, in the penalty of two thousand dollars conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future Decree or Order in the premises; they shall then proceed to make the said sale, having given at least three weeks notice by advertisement inserted in such daily newspaper or papers published in Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which shall be for cash and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, (and not before), the said Trustees shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his her or their heirs, the property and estate to him, her of them sold, free, clear and discharged from all claim of the parties hereto, Complainant and Defendant, and those claiming by, from or under them or either of them. And the Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

AND ITS IS FURTHER ORDERED? AND DECREED, that the Auditor of this Court in stating his account shall allow, out of the distributive share of the said Annie May Sleight, to Lee C. Sleight, the defendant herein, the sum of three hundred and nine dollars and forty-one cents ($309.41), representing one-half of the amount of taxes and insurance premiums paid by the said Lee C. Sleight on and for the jointly owned property described in these proceedings, subject, however, to the verification by the Auditor of the correctness of the said amount by reference to cancelled checks, receipted bills, or such other vouchers as he may require.

BENJAMIN MICHAELSON,

A . J.

Filed February 5", 1949

FIDELITY AND DEPOSIT COMPANY BOND,

KNOW ALL MEN BY THESE PRESENTS: That we, Nathan Patz and E. Legare Webb, 2110 O'Sullivan Bldg., and 209 Division Bldg.,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 TWO THOUSAND FIVE HUNDRED AND 00/100, ($2,500.00) 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 4th day of February in the year of our Lord one th sand nine hundred and forty-nine.

WHEREAS, the above bounden Nathan Patz and R. Legare Webb by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed Trustees to sell certain property mentioned in the proceedings in the case of Annie May Sleight, an incompetent by George L. Sleight, Trustee vs: Lee C. Sleight now pending in said Court:

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

Signed, sealed and delivered in the presence of:

Virginia L. Bourne

Witness:

By Kathryn Stolzenbach,

As to Surety.

Nathan Patz (Seal)

R. Legare Webb, (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By E. V. Shockley,

Attorney-in-Fact.

Filed & Approved this 8th day of Feb'y., 1949.

John H. Hopkins, 3rd,

Clerk.

NATHAN PATZ, Solicitor
O'Sullivan Building, Balto. Md.
R. LEGARE WEBB, Solicitor
Division Building, Balto. Md.,

TRUSTEES' SALE OF VALUABLE FEE SIMPLE PROPERTY

south side of Belle Grove Avenue, A. A. Co.,

By virtue of a decree of the Circuit Court for Anne Arundel County (Equity Docket No. 9552), the undersigned Trustees will sell at publicauction, on the premises, on SATURDAY, MARCH 12th, 1949, at 11:30 O'CLOCK, A. M.

All that lot of ground and improvements thereon, situate in Anne Arundel County,and described as follows:

BEGINNING for the same on the south side of Belle Grove Avenue, at the distance of 202.46 feet easterly from the beginning point of the property described in a deed from the Brooklyn-Curtis Bay Land Company to Henry J. P. Berger and wife, dated June 19th, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 77,folio 266 and running thence easterly binding on the south side of Belle Grove Avenue 101.23 feet to the west side of a forty foot road; thence southerly binding on the west side of said forty foot road 347.19 feet to the northern outline of lot No. 13 on the plat of "Thomas Tract" recorded among the land records of Anne Arundel County in plat book W.N.W. No. 3, folio 17; thence westerly binding on the northernmost outline of said lot No. 13 one hundred feet, to the south-east corner of lot No. 11 on the aforesaid plat; thence northerly binding on the easternmost outline of said lot No. 11, 331.46 feet to the place of beginning. Being known and designated as lot No. 10 on the aforesaid plat of "Thomas Tract",

In fee-simple and improved by a large one-story brick building.

Terms of sale: Cash. A deposit of five hundred dollars at time and place of sale, balance in cash upon final ratification of sale by the Circuit Court for Anne Arundel County, interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges will be adjusted to date of settlement.

NATHAN PATZ,

R. LEGARE WEBB.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. ,March 9, 1949.

We hereby certify that the annexed Trustees' Sale of valuable property-Eq., 9552-Nathan Patz and R. Legare Webb, was published in MARYLAND GAZETTE a newspaper published in the city of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of March, 1949.

The first insertion being made the 17th day of February, 1949.

THE CAPITAL GAZETTE PRESS, INC.,

By. R. L. Brown.

Filed March 23, 1949

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Nathan Patz and R. Legare Webb, Trustees, appointed by the decree in the above entitled cause, to make sale of the fee-simple lot of ground and improvements thereon situate on the south side of Belle Grove Avenue, Anne Arundel County, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of their trust as prescribed by said decree, which was duly approved,and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than

three successive weeks preceding the day of sale (a copy of the said advertisement as it appeared in the said newspaper is attached hereto and made a part hereof) and by additional advertisement in the Baltimore Sun, the said Trustees did pursuant to said notice on Saturday, the 12th day of March, 1949, at eleven-thirty a. m.,attend on the premises and then and there sold the aforementioned fee-simple property unto E. R. Lucke, at and for the sum of forty-five hundred dollars ($4500.00), he, the said purchaser having been the highest bidder, at said sum, at the said sale.

Nathan Patz ,

R. Legare Webb.

STATE OF MARYLAND, CITY OF BALTIMORE, S. S.

I HEREBY CERTIFY, That on this 22nd day of March, 1949, before me, the subscriber,a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Nathan Patz and R. Legare Webb, Trustees, and severally made oath that the facts stated in the foregoing report of sale are true as therein set forth, and that the sale thereby reported was fairly made.

Witness my hand and notarial seal.

Eugenia A. Riefner,

(Notarial Seal) Notary Public

Filed March 23", 1949

(Also see Certificate of Publication,dated June 8,1949,on advertisement of said property,Trustee's sale Eq. #9552 , and filed June 7, 1949 No. MG #5265.)

ORDER NISI

Ordered, this 23" day of March, 1949, That the sale of the property mentioned in these proceedings made and reported by Nathan Patz and R. Legare Webb, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23" day of April, next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23" day of April next.

The report states that the amount of sales to be $4,500.00.

John H. Hopkins, 3rd, Clerk.

Filed March 23, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 11, 1949.

We hereby certify, that the annexed Order Nisi, Eq., #9552 Sale- Annie May Sleight was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of April, 1949. The first insertion being made the 31st day of March, 1949.

THE CAPITAL GAZETTE PRESS, INC.,

No. MG 4643. By R. L. Brown

Filed June 7, 1949.

ORDER OF COURT

ORDERED BY THE COURT, This 7th day of June, 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 he shall produce vouchers for the Auditor.

Benjamin Michaelson, A. J.

Filed 7 June, 1949

J.H.H. No. 68 Equity

PETITION FOR FEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Edgar R. Lucke and Irene A. Lucke, his wife, respectfully says:

First: That the sale of property in this case was reported in the name of E.R.Lucke.

Second: That the parties desire to take title in the names of Edgar R. Lucke and Irene A. Lucke, his wife, the said E. R. Lucke being Edgar R. Lucke, one of your petitioners, and jointly assume liability herein as purchasers. WHEREFORE, your petitioners pray that an order may be passed substituting them as purchasers.

AND as in duty bound, etc.,

Edgar R. Lucke

Irene A. Lucke

We, the undersigned Trustees, hereby consent to the substitution as requested.

April 22nd, 1949

R. Legare Webb

Nathan Patz- Trustees

O R D E R

Upon the aforegoing petition and consent, it is ordered this 1st day of June, 1949, by the Circuit Court of Anne Arundel County that Edgar R. Lucke and Irene A. Lucke, his wife, be substituted as purchasers in place of E. R. Lucke, and that said substituted purchasers assume all liability herein as such purchasers.

Benjamin Michaelson,

Judge.

Filed June 1st, 1949.

D E C R E E

Decree Appointing Committee or Trustee Under Chapter 518, Act 1929.

Ex parte	:	IN THE
IN THE MATTER OF	:	CIRCUIT COURT NO. 2
Annie May Sleight	:	of
A Lunatic	:	BALTIMORE CITY.

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

It is Thereupon this 18th day of September, 1947, Adjudged, Ordered and Decreed, that George L. Sleight be and he is hereby appointed Trustee with full power and authority to care for and manage the property of the said Annie May Sleight and upon proper order of this Court to expend cash for the support and maintenance of the said Incompetent under the direction of this Court; but before the said George L. Sleight shall proceed to act as such Trustee he shall give a corporate bond to the State of Maryland in the penalty of One Thousand Dollars, with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as such Trustee.

Edwin T. Dickerson.

Filed June 1",1949- No. 9552 Equity.

EX PARTE
IN THE MATTER OF
ANNIE MAY SLEIGHT

IN THE
CIRCUIT COURT NO. 2 of
BALTIMORE CITY.

ORDER OF COURT

No. 68 Equity, J.H.H.

Upon the foregoing petition and affidavit , it is this 5th day of January, 1949, by the Circuit Court No. 2 of Baltimore City, Ordered, nunc pro tunc, that George L. Sleight, Trustee for Annie May Sleight, be and he is hereby authorized and directed to institute such proper proceedings as may be necessary to reduce to cash the share of the said Annie May Sleight, in the property in Anne Arundel County, described in the foregoing petition, the said proceeds of sale allocated to the said Annie May Sleight, to be administered by the said George L. Sleight, Trustee, under the direction of this Court, as with the other assets of the said trust estate.

E. Paul Mason,

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original Order of Court appointing George L. Sleight, Trustee, signed on the 18th day of September, 1947, I further certify that the Trustee has filed his approved Bond, and Order of Court signed on the 5th day of January, 1949, now on file in this office in the cause therein entitled Ex Parte in the Matter of Annie May Sleight.

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 31st day of May, A. D., 1949.

John S. Clarke,

Clerk.

(COURT SEAL)

Filed June 1st, 1949 — No. 9552 Equity

ANNIE MAY SLEIGHT, An Incompetent, By George L. Sleight, Trustee 5313 Edmondson Avenue Baltimore 29, Maryland; Complainant	:	IN THE CIRCUIT COURT FOR
VS	:	ANNE ARUNDEL COUNTY
LEE C. SLEIGHT 2920 St. Paul Street, Baltimore, Maryland. Defendant	:	Docket No. 9552

PETITION FOR COUNSEL FEE

The petition of R. Legare Webb, attorney for George L. Sleight, trustee for the said incompetent, respectfully shows unto the Court:

1. That on or about the 18th day of October, 1948 your petitioner, together with G. W. Rullman, a member of the Bar of the Circuit Court for Anne Arundel County, filed in the said case on behalf of the said George L. Sleight, trustee, a bill of complaint for the sale, in lieu of partition, of certain fee simple property situate on the south side of Bellegrove Avenue in Anne Arundel County, belonging jointly to the said Annie May Sleight, an incompetent, and the defendant, Lee, C. Sleight,

2. That your petitioner prepared the said bill of complaint and procured the presence of the necessary witnesses at the hearing of said cause by this Court.

3. That after hearing the evidence in support of the allegations of said bill of complaint, this Court decreed a sale of the property in lieu of partition in kind, and a division of the net proceeds of sale between the parties entitled thereto.

4. That your petitioner has received no compensation for his services as above outlined. The one-half trustee's commission which your petitioner will receive as one of the

trustees for making a sale of the property will not compensate him for the time consumed and efforts expended in getting the said property in shape for public sale, and securing the removal of certain machinery and other chattels contained in the said premises.

5. That the said property was sold at public sale for the sum of Forty-Five Hundred Dollars ($4500.00).

WHEREFORE, Your petitioner prays the consideration of this petition by this Court and the passage of an order allowing him such fee by way of compensation for his services hereinbefore set forth in this petition as to the Court may seem proper.

And As in Duty Bound, etc.

R. Legare Webb.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 14th day of July, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared. R. Legare Webb, the petitioner in the aforegoing petition and made oath in due form of law that the matters and facts therein are true to the best of his knowledge, information and belief.

WITNESS my hand and notarial seal.

(Notarial Seal) Virginia L. Bourne

The undersigned members of the Bar of Anne Arundel County do certify that in their judgment, a fee of One Hundred Dollars ($100.00) would be a moderate and reasonable fee to be allowed this Petitioner for services in this Petition mentioned.

Louis M. Strauss

Roscoe C. Rowe,

William W. Townshend, Jr.,

ORDER OF COURT

Upon the foregoing petition and affidavit it is this 19th day of July, 1949 by the Circuit Court for Anne Arundel County order that following consideration by this Court of the matters presented to it by the foregoing petition, R. Legare Webb, the above named petitioner be and he is hereby allowed the sum of One Hundred dollars as counsel fee for his services in said petition set forth.. And it is further ordered that the Auditor of this Court in stating his account herein is hereby directed to allow to the said named petitioner the amount of said counsel fee hereby allowed; subject to the usual exceptions.

Benjamin Michaelson.

Judge.

Filed July 19, 1949

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. August 9, 1949.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Annie May Sleight, by George L. Sleight, Trustee, Vs. Lee G. Sleight, in ac.

To Trustees for Commissions, viz:	166.80	166.80
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	24.25	
Jos. C. Deegan - Sheriff's costs	2.35	
Juliet D. Strahorn- stenographer's fee	7.50	
Auditor - stating this account	18.00	72.10
To Trustees for Expenses, viz:		
Capital-Gazette Press- advertising sale	27.50	
Capital-Gazette Press - order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (Acct.)	5.00	
The Sun - advertising sale	7.00	
Fidelity and Deposit Co.of Md.,-bond premium	10.00	
T. C. W. Hobbs -auctioneer's fee	25.00	
Clarence P. Goetz -transcribing testimony of Lee C. Sleight in Circuit Court #2 of Baltimore	30.00	
B. B. Bandel & Co. -appraiser's fee	50.00	
R. Legare Webb- fee for legal services, Order 7/19/49	100.00	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.47	
Eugenia A. Riefner - notary fees	1.20	
Clerk,Circuit Court #2-certified copies	3.00	268.65
To Trustees for Taxes, viz:		
1949 State and County taxes ($57.38-adj.to 3/12/49)	11.48	11.48
To Trustees for Claims filed, viz:		
Lee C. Sleight- one-half amounts advanced by him for taxes and fire insurance premiums (Decree 2/5/49)		
1943 State and County taxes $55.83		
1944 State and County taxes 55.88		
1945 State and County taxes 53.68		
1946 State and County taxes 55.66		
1947 State and County taxes 56.10		
1948 State and County taxes 51.22		
Riggs-Warfield Roloson, Inc.- fire insurance premiums for years 1943, 1944, 1945, 1956 and 1947 at $55.90 each	279.50	
	607.87	303.94 303.94
BALANCE FOR DISTRIBUTION -	$3,737.03	
Distributed as follows:		
To George L. Sleight,Trustee of Annie May Sleight, an Incompetent, as per Order of Circuit Court #2 of Baltimore City dated 1/5/49 - one half		1,868.52

To Lee C. Sleight - one-half	1,868.51	3,737.03
		4,560.00

WITH Nathan Patz and R. Legare Webb, Trustees

Cr.

1949

Mar. 12 Proceeds of Sale	4,500.00	
Interest on deferred payment	60.00	4,560.00
		4,560.00

Filed August 9", 1949

ORDER NISI

ORDERED, This 9" day of August, 1949, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 2" day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2" day of September next.

John H. Hopkins, 3rd, Clerk.

Filed August 9", 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 9, 1949

We hereby certify that the annexed Order Nisi- Eq.- #9552 Auditor's Account Annie May Sleight, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of September, 1949. The first insertion being made the 11th day of August, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed Sept. 10", 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 13th day of September, 1949, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

BENJAMIN MICHAELSON,

A. J.

Filed Sept. 13", 1949.

IN THE MATTER OF	:	IN EQUITY NO. 9510
THE PETITION OF LOUISE BARROLL	:	
BARTON, Stevenson, Maryland, and	:	IN THE CIRCUIT COURT
TRADESMENS NATIONAL BANK AND	:	for
TRUST COMPANY, Philadelphia, Pen-	:	
nsylvania, Guardians of	:	ANNE ARUNDEL COUNTY
THE ESTATE OF JOSEPHINE T. BARROLL	:	

. . . . . .

PETITION.

The petition of Louise Barroll Barton and Tradesmens National Bank and Trust Company guardians of the estate of Josephine T. Barroll respectfully represents:

1. That pursuant to a petition filed in the Court of Common Pleas of Montgomery County, Pennsylvania, and a hearing held thereon, said court by a Decree dated February 13, 1948, found and declared Josephine T. Barroll to be incompetent by reason of mental disease.

2. That the said Josephine T. Barroll is a resident of Montgomery County, State of Pennsylvania, owning certain real estate located in Anne Arundel County, State of Maryland.

3. That by the said decree of the Court of Common Pleas of Montgomery County, Pennsylvania, dated February 13, 1948, your petitioners were appointed guardians of the estate of the said Josephine T. Barroll and qualified as such upon giving bond in the sum of $200,000.

4. That an exemplified copy of such qualification and appointment and of the proceedings incident thereto is attached hereto marked "Petitioners' Exhibit A".

5. That the said Josephine T. Barroll is the owner of certain fee simple property situated in the Third Election District of Anne Arundel County being more particularly described as follows:

> "Lot Numbered Severn (7) on "Plat A of Gibson Island", said plat being composed of five (5) sheets, all bearing the designation of "Plat A of Gibson Island" and being marked "Sheet No. 1", "Sheet No. 2", "Sheet No. 3", "Sheet No. 4", and "Sheet No. 5", respectively, said five sheets being recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No.3, folios 62, 63, 64, 65 and 66, respectively."

6. That subject to the approval of this Honorable Court your petitioners have entered into an agreement to sell the property aforesaid to Ethel Engel Hodges for the sum of $13,300 in cash in accordance with an agreement of sale dated June 8, 1948, and your petitioners have requested leave of the Court of Common Pleas of Montgomery County, Pennsylvania to sell said real estate at private sale in accordance with said agreement of sale and said court by its decree dated July 2, 1948, authorized your petitioners to consummate said sale and directed them to make application to the proper court having jurisdiction of such proceedings in the State of Maryland for the approval of said sale. That an examplified copy of the petition filed in said Montgomery County Court and of the various exhibits annexed thereto and of the decree of said court dated July 2, 1948, and of the other proceedings incident to the passage of said decree, is annexed hereto marked "Petitioners" Exhibit B".

7. That your petitioners believe that a sale of said property in accordance with the provisions of said contract of sale would be for the best interest of said Josephine T. Barroll.

WHEREFORE, your petitioners pray an order of this Honorable Court authorizing and directing them to sell said property to Ethel Engel Hodges, the purchaser named in the aforesaid contract of sale, at and for the sum of $13,300. cash in accordance with the provisions contained in said contract of sale, and authorizing them to give notice to creditors of the said Josephine T. Barroll by publication of a notice in a newspaper having a general circulation in Anne Arundel County directing such creditors on or before some

certain day to file claims, if any they may have, against the said Josephone T.Barroll or said property.

AND as in duty bound, etc.

ATTEST:

J. E. Simms,

Witness: (SEAL)

C. Marshall Barton, Jr.,

TRADESMENS NATIONAL BANK AND TRUST COMPANY

By H. T. Bongardt, Trust Officer.

Louise Barroll Barton (SEAL)

Rouse and Morton

Solicitors for Petitioners
12 Church Circle,
Annapolis, Maryland.

STATE OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA:

I HEREBY CERTIFY that on this 17th day of August, 1948, before me, the subscriber, a notary public in and for the County and State aforesaid personally appeared H. T. Bongardt, Trust Officer of Tradesmens National Bank and Trust Company who did make oath in due form of law that the matters and facts contained in the foregoing petition are true to the best of his knowledge and belief and that he is duly authorized to execute said petition on behalf of said Bank and to make this affidavit.

Mildred A. Quinn,

(Notarial Seal)

Notary Public

My Commission Expires Jan. 7, 1951.
My Commission expires Jan 7,1951.
I am not a Director,Stockholder or Officer of the above Corporation.

IN THE COURTS OF COMMON PLEAS OF PHILADELPHIA,COUNTY, STATE OF PENNSYLVANIA, }
County of Philadelphia,,ss) }

I, Meredith Hanna, Prothonotory of the Courts of Common Pleas of said County, which are Courts of Record. having a common seal, being the officer authorized by the laws of the State of Pennsylvania to make the following Certificate,acting by my Deputies, John J.Hoerr or D, Barlow Burke, do Certify That Mildred A. Quinn, Esquire, before whom the annexed affidavit was made, was at the time of so doing a NOTARY Public for the Commonwealth of Pennsylvania,residing in the County of Philadelphia, duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of Deeds or Conveyances for lands,tenements and hereditaments to be recorded in said State of Pennsylvania, and to all whose acts, as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere, and that I am well acquainted with the handwriting of the said NOTARY PUBLIC And verily believe the signature thereto is genuine, and that said oath or affirmation purports to be taken in all respects as required by the laws of the State of Pennsylvania.

The impression of the seal of the Notary Public is not required by law to be filed in this office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 18th day of AUGUST, inthe year of our Lord one thousand nine hundred forty eight (1948).

(COURT SEAL)

(STATE OF PENNSYLVANIA SEAL)

Meredith Hanna, Prothonotory

ByD. Barton Burke, Deputy Prothonotary
Durante Absentia, Secundum Legen

Durante Absentia, Secundum Legem.

STATE OF MARYLAND, BALTIMORE COUNTY:

I HEREBY CERTIFY, that on this 21st day of August, 1948, before me, the subscriber, a notary public in and for the County and State aforesaid personally appeared LOUISE BARROLL BARTON, who made oath in due form of law that the matters and facts contained in the foregoing petition are true to the best of her knowledge and belief.

(Notary Seal)

Osborne P. Beall, Notary Public.

My Commission expires 5-2-49

ORDER

Upon the foregoing petition and affidavits it is this 24th day of August, 1948, ORDERED by the Circuit Court for Anne Arundel County, that Louise Barroll Barton and Tradesmens National Bank and Trust Company, guardians of the estate of Josephine T. Barroll, an incompetent, give notice to all persons having claims against the said Josephine T. Barroll or against the property mentioned in said petition, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before the 27th day of October, 1948, by causing a copy of this order to be published in some newspaper having a general circulation in Anne Arundel County, Maryland, once a week for four successive weeks before the 27th day of September, 1948.

James Clark,

Judge.

Filed August 24", 1948

PETITIONERS EXHIBIT "A".

In the Matter	:	
of	:	C. P. Montgomery County
JOSEPHINE T. BARROLL	:	Nov. Term 1947
an Alleged Weak-Minded person.	:	No. 379

. . . . . .

Petition for Appointment of a Guardian for a Weak-Minded Person.

The Petition of LOUISE BARROLL BARTON RESPECTFULLY REPRESENTS

I; The above named Josephine T. Barroll is a citizen and resident of Abington Township, Montgomery County, Pennsylvania, was born May 29, 1894, and is, therefore, upwards of 53 years of age, and is so mentally defective that she is unable to take care of her property and in consequence is liable to dissipate or lose the same and become the victim of designing persons.

2: The property and estate of the said Josephine T. Barroll consists of real estate securities and cash having a value of approximately $100,000. with an estimated annual income of approximately $5,000.

3; Your petitioner's husband, a resident of Montgomery County, Abington Township, died January 12th, 1948.

4: The said Josephine T. Barroll is the petitioner's Mother and has issue as follows:

Charles L. Barroll, a son

Josephine F. Barroll, a daughter

Louise Barroll Barton, a daughter, (petitioner)

Your petitioner respectfully prays your Honorable Court to inquire into the mental condition of the said Josephine T. Barroll, and such other matters as may be necessary and

requisite and to adjudge that the said Josephine T. Barroll by reason of weakness of mind is unable to take care of her property and estate and to appoint a guardian to take care of the same.

/s/ LOUISE BARROLL BARTON

Commonwealth of Pennsylvania, :
ss.
County of Philadelphia

Louise Barroll Barton being duly sworn deposes and says: I am the petitioner above named; the facts set forth in the foregoing petition are true and correct to the best of my knowledge information and belief.

Sworn and subscribed before me: this 19th day of January 1948:

/s/ Virginia M. Saurer /s/ LOUISE BARROLL BARTON

Notary Public (SEAL)
My Commission Expires Mar. 9, 1951.

D E C R E E

AND NOW to wit this 21st day of January 1948 upon consideration of the annexed petition it is ORDERED AND DECREED that a hearing on the annexed perition be had before the Court in Room C in the Court House, at Norristown, Montgomery County, Pennsylvania, on Friday the 13th day of February 1948 at 10 o'clock A .M. Notice to be given Sec. req.

George C. Corson,

J.

FINAL DECREE

AND NOW, to wit this 13th day of February, 1948 the petition in the above matter coming on to be heard, the Court finds from the positive testimony offered at the hearing that the hearing that the said Josephine T. Barroll is suffering from Dementia Praecox and cannot be brought into court without danger to herself; that she was not present in court; and the Court being satisfied that the said Josephine T. Barroll is unable to take care of her property because of mental weakness and in consequence thereof is liable to dissipate or lose the same and become the victim of designing persons, it is now so certified; it is further ORDERED, ADJUDGED and DECREED that LOUISE BARROLL BARTON and TRADESMENS NATIONAL BANK AND TRUST COMPANY, of Philadelphia, be and they are hereby appointed guardians of the Estate of the said Josephine T. Barroll to take care of her property, and further that the bond of the said individual guardian and the bond of the said Tradesmens National Bank and Trust Company is hereby approved as security in the sum of $200,000, said Company to have physical possession of any essets of the incompetent.

/s/ George C. Corson, J.

JUDGE

PETITION FOR THE APPOINTMENT OF A GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of RODNEY T. BONSALL, ESQ., respectfully represents:

1. Your Petitioner is of counsel for LOUISE BARROLL BARTON, the Petitioner in the above entitled matter, and makes this Petition in her behalf and in behalf of the Minors hereinafter referred to because of his peculiar knowledge of the facts.

2. Charles L. Barroll, born July 25, 1928 and Josephine F. Barroll, born March 3,1930, are the minor children of Josephine T. Barroll, the alleged weak-minded person, and the late Lee Barroll, and are two of the next of kin of the said Josephine T. Barroll.

3. Your Pwtitioner believes that in view of the necessity of insuring the legality of the appointment of such Guardian, in the event the Court should decide the appointment to be proper and necessary, that a Guardian ad Litem should be appointed for the said Minors upon whom service of the Petition may be made amd who may protect the interests of the Minors at the hearing.

Your Petitioner therefore prays your Honorable Court to appoint a Guardian ad Litem for Charles L. Barroll and Josephine F. Barroll, and respectfully suggests the appointment of Russell J. Brownback, Esq., a member of the Bar of Montgomery County.

And your Petitioner will ever pray, etc.,

Rodney T. Bonsall.

COMMONWEALTH OF PENNSYLVANIA:
SS.
COUNTY OF PHILADELPHIA :

RODNEY T. BONSALL, being duly sworn according to law, deposes and says that he is the petitioner above named, and that the facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

Sworn to and Subscribed before me this 22nd day; of January, 1948;

Virginia M. Saurer — Rodney T. Bonsall.

Notary Public seal

My Commission Expires March 9, 1951

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY

NO. TERM

In the Matter of :
JOSEPHINE T. BARROLL, :
An Alleged weak-minded person. :

D E C R E E

AND NOW, to wit, this 23rd day of January, 1948, in consideration of the foregoing Petition, and on Motion of James Herbert Egan, Esq., attorney for Petitioner, the Court appoints RUSSELL J. BROWNBACK, ESQ., Guardian ad Litem for Charles L. Barroll and Josephine F. Barroll, Minors, so that notice of the above proceedings may be served upon him, and in order that he may protect the interests of the Minors in such proceeding.

BY THE COURT

Harold G. Knight J.

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY

NOVEMBER TERM, 1948 No. 379

In the Matter of :
JOSEPHINE T. BARROLL, :
An alleged Weak-minded Person :

ACCEPTANCE OF SERVICE

The undersigned, being the children of Josephine T. Barroll, acknowledge receipt of notice of Petition for appointment of a Guardian, and join in the prayer of the Petition.

_____
Charles L. Barroll

_____
Josephine F. Barroll

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY

NO. TERM

In the Matter of :

JOSEPHINE T. BARROLL, :

An Alleged weak-minded person :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF CHESTER :

Joseph Scattergood, Jr., M.D., being duly sworn according to law, deposes and says that at the request of Rodney T. Bonsall, Esq., of counsel for the Petitioner, he served a true and correct copy of the Petition for the appointment of a Guardian, together with a copy of the Order fixing the date for hearing, upon JOSEPHINE T. BARROLL, the alleged weak-minded person, by handing the same to her at the Darlington Sanitarium, West Chester, Pa., on the 29th day of January, 1948, at two o'clock, P. M.

Sworn to and Subscribed before me this __ day of January, 1948 :

Joseph Scattergood, Jr., M. D.

Margaret D. Lacey
(Seal)
Notary Public

My Commission Expires Jan. 7, 1951.

IN THE COURT OF COMMON PLEASE OF MONTGOMERY COUNTY, PENNSYLVANIA

In the Matter of : No. 379

Josephine T. Barroll, :

An Alleged Weak-Minded Person November Term, 1947

SUGGESTION OF GUARDIAN

AND NOW, it is suggested that Tradesmen's National Bank and Trust Company of Philadelphia, and Louise Barroll Barton of Abington Township, Montgomery County, Philadelphia, be appointed Guardian of the estate of Josephine T. Barroll, the assets of said estate to remain in the hands of the corporate guardian.

Marshall Barton, Jr., (SEAL)

IN THE MATTER OF : C. P. MONTGOMERY COUNTY

JOSEPHINE T. BARROLL, : NOVEMBER TERM, 1947

A Weak-Minded Person. : No. 379

B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, LOUISE BARROLL BARTON and TRADESMENS NATIONAL BANK AND TRUST COMPANY, ARE HELD AND FIRMLY BOUND unto the Commonwealth of Pennsylvania, in the sum of Two Hundred Thousand Dollars ($200,000.00), lawful money, to be paid said Commonwealth of Pennsylvania, their certain Attorney or Assigns; to which payment, well and truly to be made, we bind ourselves and each of us, our Heirs, Executors, Administrators and Successors and everyone of them, jointly and severally, firmly by these presents. Sealed with our seals dated the 13th day of February in the year of our Lord one thousand nine hundred and forty-eight (1948).

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden LOUISE BARROLL BARTON and TRADESMENS NATIONAL BANK AND TRUST COMPANY, guardians of the Estate of Josephine T. Barroll, a weak-minded person, shall whenever required by the Court, render a just and true account to the Court of Common Pleas of Montgomery County, according to the directions of the Act of Assembly, in such case made and provided, of the management of the property and Estate of the said Josephine T. Barroll, a weak-minded person under their care, and shall also deliver up the said property and estate, agreeably to the decree and order of said

Court, or the directions of law, and shall in all respects perform the duties of Guardians, then the above obligation shall be void and of no effect, or else to remain in full force and virtue.

Sealed and delivered in the presence of: _____(SEAL)
Louise Barroll Barton

TRADESMENS NATIONAL BANK AND TRUST COMPANY

By H. T. Bargardt ?? (SEAL)

Asst. Vice President

(SEAL)

ATTEST: Herbert LoMax,

Assistant Cashier

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY, SS:

I,EARL B. BECHTEL, Prothonotary of the Court of Common Pleas, in and for the County of Montgomery, in the State aforesaid, DO CERTIFY, that the above and foregoing is a true and correct copy of the full, entire and whole Record in the hereinbefore stated case, insofar as the said record relates to the appointment of TRADESMENS National Bank and Trust Company and Louise Barroll Barton, as Guardians of the estate of Josephine T. Barroll, an alleged weak-minded person, which proceeding is of record in the Court of Common Pleas aforesaid as of No. 379, November Term, 1947, and the same remains filed and on record in said Court. (COURT SEAL)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Norristown, this Fifth day of August, in the year of our Lord one thousand nine hundred and forty eight. (1948)

Earl B. Bechtel, Prothonotary

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY, SS:

I, Harold G.Knight, President...Judge of the Thirty-Eighth Judicial District of the Commonwealth of Pennsylvania, composed of the County of Montgomery, DO CERTIFY, that the foregoing Record and Attestation made by EARL B. BECHTEL, Esquire, Protonotary of the said Court, whose name is thereto subscribed, and office of seal affixed, are in due form of law, and made by the proper officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand this Fifth day of August in the year of our Lord one thousand nine hundred and forty-eight.(1948).

Harold G. Knight, Pres. Judge.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY,SS:

I, EARL B. BECHTEL, Protonotart of the Court of Common Pleas of said County of Montgomery, in the State aforesaid, D HEREBY CERTIFY that the honorable HAROLD G. KNIGHT to whom the foregoing Attestation was made, and whose name is thereto subscribed, was at the time of making thereof, and still is President Judge of the Court of Common Pleas for the County of Montgomery composing the Thirty-Eighth Judicial District of Pennsylvania, duly elected, commissioned and qualified, and to all whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the said Court, at Norristown, this Fifth day of August in the year of our Lord one thousand nine hundred and forty-eight ,(1948)

(Court Seal) Earl B. Bechtel, Protonotary.

J.H.H. No. 68 Equity

PETITIONER'S EXHIBIT "B"

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY

NOVEMBER TERM, 1947 NO. 379

In re :

Estate of JOSEPHINE T. BARROLL, :

An alleged Weak-Minded Person :

PETITION FOR LEAVE TO SELL REAL ESTATE AT PRIVATE SALE

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of LOUISE BARROLL BARTON, and TRADESMENS NATIONAL BANK AND TRUST COMPANY respectfully represents:

1. Your Petitioners are the Guardians of the Estate of Josephine T. Barroll, an alleged weak-minded person, having been appointed by Decree of your Honorable Court dated February 13, 1948 and having duly qualified under such Decree of appointment.

2. Your Petitioners' ward became the owner of premises known as Lot No. 7, Plat A of Gibson Island, Anne Arundel County, Maryland, as more particularly hereinafter described, by Deed from The Gibson Island Company dated May 18, 1926 and recorded in the Clerk's Office for Anne Arundel County in Liber WMB 32 Folio 128 (the ward being named therein as Josephine Tunstall Barroll).

3. The property above referred to is more particularly described as follows:

"Lot Numbered Seven (7) on "Plat A of Gibson Island", said plat being composed of five (5) sheets, all bearing the designation of "Plat A of Gibson Island" and being marked "Sheet No. 1", "Sheet No. 2", "Sheet No. 3", "Sheet No. 4", and "Sheet No. 5" respectively, said five sheets being recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folios 62, 63, 64, 65 and 66, respectively."

4. Subject to the approval of your Honorable Court and based upon your Petitioners' belief that a sale of the said property at the present time is to the best interests of the ward, your Petitioners have entered into an Agreement to sell the premises aforesaid for the sum of $13,300, in cash, in accordance with an Agreement of Sale dated June 8, 1948, a true and correct copy of which is attached hereto marked Exhibit A and made a part hereof, the purchaser therein being Ethel Engel Hodges.

5. The real estate consists of a lot at Gibson Island, Maryland, an exclusive and restricted summer resort, fronting on Redhouse Cove for a distance of 132 feet with a depth of 194 feet to Harbor Water Road. The lot slopes gradually down to the water level, the rear elevation being about 10 feet above tide level and the water front about three feet above tide level. Water is available from a community water system and Harbor Water Road is hard surfaced. The improvements consist of a frame cottage with pier foundation, containing a living and dining room combined, two bedrooms, kitchen, bath, maid's room and toilet on the first floor, and sleeping accommodations in an attac. The interior walls are of sheetrock with pine flooring. The cottage is badly in need of painting and general reconditioning both inside and outside. The retaining wall on the water edge has been seriously damaged during the past Winter by ice. The property is assessed for taxation for the year 1948 at $8,148., and has been appraised by Charles L. Pumphrey, an accredited real estate appraiser, at $12,500, and by The Sloan Company of Baltimore, Maryland, at $12,800. Your Petitioners are informed, believe and therefore aver that both of these appraisers are experienced in

appraising like property in the City of Baltimore and the suburban districts, including Gibson Island, and copies of the appraisals are attached hereto marked Exhibits B and C and made a part hereof. The contemplated sale is subject to a commission of 5%. Attached hereto are the affidavits of the appraisers stating their belief that the said sum in cash is a greater price than could be obtained at public sale under the circumstances .

6. The property in question, while sometimes occupied by your Petitioners' ward and her family, has been rented on a number of occasions and is not the home of your Petitioners' ward, who is presently at Darlington Sanitarium, West Chester,Pennsylvania. Because of the necessity of maintaining her at Darlington Sanitarium, and your Petitioners' belief that her residence will be continued there indefinitely, it appears that the real estate belonging to your Petitioners' ward should be sold at the present time in order to take advantage of the present real estate market, so that the proceeds may be invested and used for the support, care and maintenance of the ward and her minor children. In addition to the property covered by this Petition, the ward is also the owner of property at 108 Elmwood Avenue, Roland Park, Baltimore, Maryland, on which a Petition for leave to sell is pending; a property in Ardmore, Pennsylvania, which is presently listed for sale, and a property at Huntingdon Valley on which a Petition for leave to sell is pending.

It also appears from the Inventory filed that there is personal property in the form of securities and interests in life insurance policies aggregating $93,000. Your PETITIONERS believe that the price of $13,300. subject to a commission of 5% is a fair price for the premises and better than can be obtained at public sale.

7. Lee Barroll, husband of your Petitioners' ward, died January 12, 1948 and therefore your Petitioners' ward has, as heirs at law and next of kin, three children, Louise Barroll Barton, one of your Petitioners herein who is of age and sui juris, and two minor children, Josephine F. Barroll, who is 18 years of age and upward, and Charles L. Barroll, who is 20 years of age, for which two minors your Honorable Court heretofore appointed Russell J. Brownback as Guardian ad Litem.

8. In view of the fact that the real estate involved in this Petition is situate in the State of Maryland, your Petitioners are informed, believe and therefore aver that before any proceedings can be taken in the State of Maryland it is necessary for your Honorable Court to consider the proposed sale and, if approving the same, to enter a Decree authorizing your Petitioners to take further proceedings in the State of Maryland, in order that, if there approved, they may be authorized to execute a proper Deed of conveyance.

9. Your Petitioners therefore pray your Honorable Court to enter an order approving the sale aforesaid and directing your Petitioners first to take proceedings in the State of Maryland for authorization in that State to complete the said sale and upon securing such consent to execute and deliver a Deed of conveyance of the said premises upon receipt of the balance of the purchase money in cash to Ethel Engel Hodges, her heirs, executors, administrators and assigns.

And your Petitioners will ever pray, etc.,

Louise Barroll Barton

TRADESMENS NATIONAL BANK AND TRUST COMPANY

BY H. T. Bongardt, Trust Officer

State of Maryland, County of Baltimore: SS

Louise Barroll Barton, being duly sworn according to law, deposes and says that she is one of the within named Petitioners, and that the facts set forth in the foregoing Petition are true and correct to the best of her knowledge, information and belief,

Sworn to and Subscribed before me this 24th day of June, 1948.

Seal Louise Barroll Barton

Donald A. King, Notary Public.

My Commission Expires May 2, 1949.

STATE OF PENNSYLVANIA;
ss
County of Philadelphia:

H. T. Bongardt, being duly sworn according to law, deposes and says that he is Trust Officer of Tradesmens National Bank and Trust Company and is authorized to make this affidavit in its behalf, and that the facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

Sworn to and Subscribed before me this 28th day of June, 1948:

J. Harold Stephens, H. T. Bongardt

Notary Public. Seal

My Commission Expires Jan. 7, 1951.

AGREEMENT

THIS AGREEMENT, Made the 8 day of June, 1948, Witnesseth that TRADESMENS NATIONAL BANK AND TRUST COMPANY, and LOUISE BARROLL BARTON, Guardians of the Estate of Josephine T.Barroll (hereinafter called the "Vendors"), hereby agree to sell and ETHEL ENGEL HODGES, of Baltimore County, State of Maryland,(hereinafter called the "Vendee"), hereby agrees to buy the property situate in the Third Election District of Anne Arundel County and being more particularly known and designated as Lot No. 7 on Plat A of Gibson Island (said plat being recorded among the Plat Records of Anne Arundel County) in fee simple together with all improvements thereon and appurtenances belonging thereto for the sum of $13,300.00 (Thirteen Thousand Three Hundred Dollars).

Terms as follows:

Cash at signing this Agreement	$1,330.00
Cash at settlement	11,970.00
Total	$13,300.00

1. All the furnishings and chattels now on the premises are included in this sale with the following exceptions: sofa, metal glass-top table and 4 metal chairs, 1 small walnut chest in front small bedroom, 1 small pine chest in living room on table, 1 large wooden trunk on second floor, few ornaments, 1 picture over mantelpiece, 1 table on back porch.

2. This sale is made subject to all restrictions and easements contained in the deed and agreement between The Gibson Island Company and W. Stuart Symington, Jr., dated July 7, 1925, a copy of which is attached hereto and made a part thereof.

3. Upon the execution of this agreement a lease of the property herein described shall be executed by the Vendors to the Vendee containing the standard provisions for leases of similar properties located at Gibson Island. The term of said lease shall begin upon the execution of this agreement and shall terminate on September 30, 1948, or the date of settlement, whichever shall first occur, at which time any rent due under the provisions of said lease shall be due and payable and if any rent shall become due and payable as aforesaid

it shall be deducted from the payment of $1,330 made by the Vendee on account of the purchase price and the balance, if any, shall be remitted to the Vendee. The rental in said lease shall be the pro-rata share of the annual taxes and other public charges or any fixed charges by The Gibson Island Corporation upon said property, said taxes and other charges to be apportioned and computed on a pro-rata monthly basis, plus an amount equal to four per centum (4%) on the unpaid balance of the purchase price for said property, but no rental shall be payable if settlement occurs.

4. The Vendors agree to pay to The Gibson Island Corporation a commission of 5 per cent on the purchase price, said commission to be payable at the time of settlement.

5. Taxes, water rent and all other properly apportionable charges, are to be apportioned as of the date of the Vendee's taking possession of the property.

6. Title is to be good and marketable and such as will be insured by The Title Guarantee Company, Baltimore, Maryland, clear of all liens and encumbrances.

7. Settlement shall be made within 90 days from the date hereof or within 30 days from the date of the decree of approval of this agreement by the proper Courts having jurisdiction of the Vendors and of the property, and this agreement is expressly made subject to the securing of approval of such Courts.

8. It is agreed that time is the essence of this agreement.

9. In case Vendors' title does not prove good and marketable upon examination, or if the approval of any Court is necessary and such approvel is not given, this sale shall be void and the deposit money shall be returned to the Vendee less any rent payable under the lease referred to in Section 3 hereof.

10. The cost of all documentary stamps required by law shall be divided equally between the parties.

11. It is further agreed that the Vendors shall have the insurance now in effect on said premises endorsed in such manner as to cover the rights of all parties, as their interests may appear.

This agreement is to extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

TRADESMENS NATIONAL BANK AND TRUST COMPANY

By H. T. Bongardt, Trust Officer

and Louise Barroll Barton,

Guardians as aforesaid,

W. LeRoy Ortel, Ethel Engel Hodges (Seal)

See also attached letter of W. LeRoy Ortel, attorney for Vendee.

W. LE ROY ORTEL
Attorney at Law
1328 Munsey Building
Baltimore 2, Md.

June 8, 1948.

John Rouse, Esq.,
1208 Munsey Bldg.,
Baltimore, 2 Md.

Dear Mr. Rouse:

I am enclosing herewith original and four copies of the agreement of sale with the Tradesmens-National Bank and Trust Company and Louise Barroll Barton, Guardians of the Estate of Josephine T. Barroll, with Mrs. Hodges, for the purchase of Lot No. 7 on Plat A of Gibson Island, which have been dated today, signed by Mrs. Hodges, with Mrs. Hodges' check of $1,330.00 attached.

We overlooked the insertion of a paragraph in the contract providing that this agreement be null and void unless the Vendors accept and deliver into my hands on or before June 10, 1948 at 5 p.m., a signed copy thereof. The attached signed contract is therefore being delivered to your office with the understanding that it will be null and void unless a signed copy is delivered in my hands as heretofore stated, in accordance with our telephone conversation.

Yours truly,

O:H W. LeRoy Ortel

APPRAISAL - Lot # 7 Gibson Island

LOCATION:-Gibson Island a waterfront development/in the third Election District of Anne located Arundel County about 20 miles south of Baltimore, Exclusive, restricted and very desirable.

LOT - The lot fronts on Redhouse Cove for a distance of 132' with a depth of 194 ' to Harbor Water Road with a frontage of 132' on Harbor Water Road.

The lot slopes very gradually from the rear to the water. The rear elevation is about ten feet above tide level and the front is about three feet above tide level.

The lot is graded and planted with shurbs and evergreens. Harbor Water Road is hard surfaced. Water is available from the community water system.

Electricity. bus, community church and private primary school available.

Stone bulkhead affords protection from erosion.

IMPROVEMENTS- Frame cottage, pier foundation, fireplace, living and dining room combined, 2 bed rooms, kitchen, bath, maids room and toilet, screened porch on first floor, sleeping accomodations in attic. Attached garage.

The cottage is in need of painting and general reconditioning inside and out.

Interior walls are sheetrock, flooring is pine.

Cooking is done by coal oil stove which detracts from desirability of property.

Subject property could be attractively maintained however in its present condition it has reached the stage that many purchasers would hesitate to buy being unfamiliar with having the work done.

The property has been rented on a number of occasions and returns from it for a season's rental would range from $500. to $600.

June 1, 1948.

I, Charles L. Pumphrey, consider the above described property to worth the sum of Twelve thousand five hundred ($12,500) Dollars in its present condition, in fee.

Charles L. Pumphrey ,

S.R.A.

State of Maryland, City of Baltimore, SS:

CHARLES L. PUMPHREY, being duly sworn according to law, deposes and says that he is engaged in the real estate business in the City of Baltimore, Maryland; that he has been in the real estate business for 25 years; that he is well acquainted with premises known as Lot No. 7, Plat "A", Gibson Island, Maryland, described in the annexed Petition, and with the value of real estate in the particular locality; that he has inspected said premises and is of the opinion that $13,300., subject to a commission, is a full and fair price for the same, and that under all the circumstances is a better price than can be obtained at public sale; that he believes it would be to the interest and advantage of

the owners to sell the said premises as the improvements and the grounds are only in fair condition, and a considerable sum would have to be expended on putting it in first class shape, and that the Deponent is not in the employ of the fiduciary, nor is he personally interested in the proposed sale.

Sworn to and Subscribed before me this 23rd day of June, 1948:

H. Albert Strub, Charles L. Pumphrey,

seal Notary Public

My Commission Expires 5/2/49

Exhibit "B"

- - - - - - - -

Plaza 1163

Brokerage
Appraisals

THE SLOAN CO.
REAL ESTATE
AMERICAN BUILDING, BALTIMORE 2, MD.

Land Acquisition
Mortgages

Member, Real Estate Board of Baltimore, Multiple Listing Bureau
And National Association of Real Estate Boards.

March 4, 1948.

Tradersmans National Bank and Trust Company and

Mrs. Louise Barroll Barton,
16th & Walnut Sts.,
Philadelphia 1, Pa.

Gentlemen:

I have examined the property located on Gibson Island, A. A. Co., Md.,known as the Barroll property. It is located on the north side of Harbor Water Road (Skippers' Row). The lot is known as lot No. 7, Plat "A" of Gibson Island. The lot has a frontage on Harbor Water Road of 132 feet, more or less, and a depth of 198 feet, more or less, with approximately 132 feet on Inner Harbor, the Gibson Island Yacht Squadron Anchorage Estuary.

The lot is improved by a one and one-half story frame summer cottage and attached one-car garage. The first floor contains living room (with open fireplace), two bedrooms bath, terrace porch, small maid's room and lavatory, kitchen and outside pantry. The second floor has large dormitory, bath, single bedroom and sleeping porch.

The improvements were constructed about 1924 and have been occupied by tenants during the summer season the past few years. The house and garage are frame and shingle construction with shingle roof. All of the improvements, while in livable condition,are badly in need of repair, both inside and outside. The retaining wall on the water's edge has been seriously damaged during the winter of 1947-48 by the ice. In my opinion,the fair market value of this property, including the furniture, as of January 12, 1948,was thirteen thousand dollars ($13,000.) The following exceptions have been made in considering furniture--sofa in the living room, metal porch furniture, one table and four chairs.

In view of the present market conditions for Gibson Island property, it is my recommendation in placing this property on the market for sale today, an asking price of sixteen thousand, five hundred dollars ($16,500) should be placed on it. I believe that a price of fourteen thousand dollars ($14,000) to possibly fifteen thousand dollars ($15,000) can be obtained between now and July, 1948.

Summer rentals on Gibson Island are extremely scarce for the coming season,plus the fact that building costs are as high, if not higher, than during 1947. At the present time, this property has very little competition on Gibson Island from other homes offered for sale.

Segregating the furniture as outlined above from the real estate, my judgment is that the furniture is worth approximately two hundred dollars ($200.00).

Very truly yours,

James S. Sloan.

State of Maryland, City of Baltimore, SS:

JAMES S. SLOAN, of The Sloan Company, being duly sworn according to law, deposes and says that he is engaged in the Real Estate business in the City of Baltimore, Maryland; that he has been in the real estate business for 27 years; that he is well acquainted with premises known as Lot No. 7, Plat "A", Gibson Island, Maryland, described in the annexed Petition, and with the value of real estate in the particular locality; that he has inspected said premises and is of the opinion that $13,300., subject to a commission, is a full and fair price for the same, and that under all the circumstances is a better price than can be obtained at public sale; that he believes it would be to the interest and advantage of the owners to sell the said premises as the improvements and the grounds are only in fair condition, and a considerable sum would have to be expended on putting it in first class shape, and that the Deponent is not in the employ of the fiduciary, nor is he personally interested in the proposed sale.

Sworn to and Subscribed before me this 23rd day of June, 1948.

H. Albert Strub

Notary Public
My Commission Expires 5/2/49

(seal)

James S. Sloan

Exhibit "C"

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY

NOVEMBER TERM, 1947 No. 379

In re :

Estate of JOSEPHINE T. BARROLL, :

An Alleged Weak-minded Person. :

D E C R E E

AND NOW, to wit, this 2nd day of July, 1948, upon consideration of the foregoing Petition, the Court being of the opinion that the proposed sale will be to the advantage and interest of the alleged weak-minded person, and that under the circumstances it is a better price than could be obtained at public sale, IT IS ORDERED and DECREED that Louise Barroll Barton and Tradesmens National Bank and Trust Company, Guardians of the Estate of Josephine T. Barroll, be and they are hereby authorized to make sale of premises known as Lot Numbered Seven "Plat A of Gibson Island", Anne Arundel County, Maryland, as more particularly hereinafter described, and are hereby preliminarily authorized and directed to make application to the proper Court having jurisdiction of such proceedings in the State of Maryland for approval of said sale, and upon securing such consent and upon receipt of the entire purchase money, to wit, $13,300, in cash, the said Guardians are authorized to execute and deliver a Deed of conveyance to Ethel Engel Hodges, her heirs and assigns, of premises described as follows:

"Lot Numbered Seven (7) on "Plat A of Gibson Island", said plat being composed of five (5) sheets, all bearing the designation of "Plat A of Gibson Island" and being marked "Sheet No. 1," " Sheet No. 2","Sheet No.4" , and "Sheet No. 5" respectively, said five sheets being recorded among

the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3, folios 62, 63, 64, 65 and 66, respectively.".

The title transferred to the purchaser to be indefeasible by any person and unprejudiced by any errors in the proceedings of the Court and without liability on the purchaser to see to the application of the purchase price, bond to be entered in the amount of $26,600., and the bond of Tradesmens National Bank and Trust Company and Louise Barroll Barton is hereby approved.

BY THE COURT

WILLIAM F. DeANNEHOWER

J.

IN THE COURT OF COMMON PLEASE OF MONTGOMERY COUNTY

NOVEMBER TERM, 1947 No. 379

In re :

Estate of JOSEPHINE T. BARROLL, :

An Alleged Weak-minded Person :

PETITION FOR EXTENSION OF POWERS OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of TRADESMENS NATIONAL BANK AND TRUST COMPANY respectfully represents:

1. Your Petitioner is the Corporate Guardian, and Louise Barroll Barton is the individual Guardian, of Josephine T. Barroll, an alleged weak-minded person, having been appointed by your Honorable Court by Decree dated February 13, 1948 and having duly qualified under such Decree of appointment.

2. By Decree dated January 26, 1948 in these proceedings your Honorable Court appointed Russell J. Brownback, Esq., Guardian ad Litem for Charles L. Barroll and Josephine F. Barroll, minor children of your Petitioner's ward.

3. Petitions are about to be presented for the sale of certain real estate, some of which is in the Commonwealth of Pennsylvania, and some in the State of Maryland, and in the future similar Petitions will be presented with regard to other real estate. Your Petitioner is informed, believes and therefore avers that for its protection and for the protection of its co-Guardian, in whose behalf it also makes this Petition, the powers of the said Russell J. Brownback should be extended so that he is also a Trustee ad Litem for any unascertained or future parties in interest to the end that no question may be raised as to the proper protection of all parties in the proceedings for the sale of any of such real estate.

Your Petitioner therefore prays your Honorable Court to extend the appointment of Russell J. Brownback so that he will be not only a Guardian ad liten for Charles L.Barroll and Josephine F. Barroll, but also Trustee ad Litem for any unascertained or future parties in interest in the Estate of Josephine T. Barroll, an alleged weak-minded person.

And your Petitioner will ever pray, etc.,

TRADESMENS NATIONAL BANK AND TRUST COMPANY

By H. T. Bongardt,

Trust Officer.

STATE OF Pennsylvania, County of Philadelphia, SS:

H. T. Bongardt, being duly sworn according to law, deposes and says that he is

Trust Officer of Tradesmens National Bank and Trust Company and is authorized to make this affidavit in its behalf, and that the facts set forth in the foregoing Petition are true and correct to the best of his knowledge, information and belief.

Sworn to and Subscribed before me this 17th day of June 1948.

Mildred A. Quinn, H. T. Bongardt

Notary Public seal

My Commission expires Jan. 7, 1951

I am not a Director, Stockholder or Officer of the above Corporation.

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY.

NOVEMBER TERM, 1947 NO. 379

In Re :

Estate of JOSEPHINE T. BARROLL, :

An Alleged Weak-minded Person. :

D E C R E E

AND NOW, to wit, this 21st day of June, 1948, upon consideration of the foregoing Petition, the Court hereby extends the appointment of Russell J. Brownback so that he is and hereafter will be Guardian ad Litem for Charles L. Barroll and Josephine F. Barroll, minors, and also Trustee ad Litem for any unascertained or future parties in interest in the Estate of Josephine T. Barroll, an alleged weak-minded person.

BY THE COURT

WILLIAM F. DANNEHOWER

J

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY

NOVEMBER TERM, 1947 No. 379

In Re :

Estate of JOSEPHINE T. BARROLL :

an Alleged Weak-minded Person. :

SUPPLEMENTAL PETITION TO PETITIONS FOR LEAVE TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGES OF THE SAID COURT:

The Petition of TRADESMENS NATIONAL BANK AND TRUST COMPANY respectfully represents:

1. Your Petitioner files this Petition as Corporate Guardian in behalf of itself and the Indivual Guardian, Louise Barroll Barton.

2. There have been filed of record and are pending before your Honorable Court separate Petitions for leave to sell premises at Moredon and Old Ford Roads, Huntingdon Valley, Pennsylvania, 108 Elmwood Avenue, Roland Park, Baltimore, Maryland, and Lot No. 7, Plat A, Gibson Island, Maryland, at private sale, and in each Petition there is recited the names of the present heirs of Josephine T. Barroll who would be entitled to take in the case of her death.

3, In order that the record may be complete, your Petitioner avers that there are contingent heirs, namely, grand-children of the said Josephine T. Barroll, to wit:

Charles Marshall Barton, III,	born December 17, 1941
Lee Barroll Barton	" October 9, 1944
Nina Livingston Barton	" June 25, 1948

4. Russell J. Brownback, a member of the Bar of your Honorable Court, has already been appointed as Guardian Ad Litem and Trustee ad Litem in this proceeding, and your Petitioner believes and therefore avers that he should be appointed Guardian Ad Litem for the said Minors.

Your Petitioner therefore prays your Honorable Court that the names of the above Minors be added to therecord by an amendment of each of the foregoing recited Petitions with the same force and effect as though the said names had been originally included therein, and that Russell J. Brownback be appointed Guardian Ad Litem for the said Minors.

And your Petitioner will ever pray, etc.,

TRADESMENS NATIONAL BANK AND TRUST COMPANY

By

Melissa Smith,

Assistant Trust Officer.

COMMONWEALTH OF PENNSYLVANIA: COUNTY OF PHILADELPHIA, SS:

Melissa Smith, being duly sworn according to law, deposes and says that he is Asst. Trust Officer of Tradesmens National Bank and Trust Company and is authorized to make this affidavit in its behalf, and that the facts set forth in the foregoing Petition are true and correct to the best of his knowledged, information and belief.

Sworn to and Subscribed before me this 29th day of June, 1948.

Mildred A. Quinn — Melissa Smith

Notary Public
My Commission Expires Jan. 7, 1951.

I am not a Director, Stockholder or Officer of the above Corporation.

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY

NOVEMBER TERM, 1947 — No. 379

In re :

Estate ofJOSEPHINE T. BARROLL, :

An Alleged Weak-minded Person. : : :

D E C R E E

AND NOW, to wit, this 2nd day of July, 1948, on consideration of the foregoing Petition, the names of the following contingent heirs at law of Josephine T. Barroll are directed to be added to the respective Petitionsfor the sales of premises at Moredon and Old Ford Roads, Huntingdon Valley, Pennsylvania; 108 Elmwood Avenue, Roland Park,Baltimore Maryland, and Lot No. 7, Plat A, Gibson Island, Maryland, with the same force and effect as though the same had been originally included therein, the names to be so added by amending being

Charles Marshall Barton, III,

Lee Barroll Barton

Nina Livingston Barton,

and that Russell J. Brownback be and he is hereby appointed Guardian Ad Litem for the said Minors.

BY THE COURT

WILLIAM F. DANNEHOWER

J.

J.H.H. No. 68 Equity

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY

NOVEMBER TERM, 1947 No. 379

In re :

Estate of JOSEPHINE T. BARROLL, :

An Alleged Weak-minded Person/ :

ACCEPTANCE OF SERVICE

The undersigned, being the three children and presently the sole heirs of Josephine T. Barroll, acknowledge receipt of notice of the intended presentation of a Petition for leave to sell premises known as Lot No. 7, Plat A, Gibson Island, Maryland, at private sale, and of the hearing fixed thereon for the 2nd day of July, 1948, at the Court House,Norristown, Pennsylvania at 10:00 o'clock A. M. (EDT).

Louise Barroll Barton

Charles L. Barroll

Josephine F. Barroll

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY

NOVEMBER TERM, 1947 No. 379

In re :

Estate of JOSEPHINE T. BARROLL, :

An Alleged Weak-minded Person :

AFFIDAVIT OF POSTING OF NOTICE

STATE OF MARYLAND, City of Baltimore, SS.

C. Marshall Barton,Jr., being duly sworn according to law, deposes and says that attached hereto is a true and correct copy of a hearing on a Petition for leave to sell,copies of which were posted by him on the 23rd day of June, 1948, at 2:00 o'clock P.M. in the following places:

1. On the house, on said Lot 7, near back door.
2. On the house, on said Lot 7, facing the harbor.
3. On the garage, on said Lot 7, facing the road.

Sworn to and subscribed before me this 24th day of June, 1948.

H. Albert Streb

Notary Public

seal.

My Commission Expires 5/2/49

C. Marshall Barton, Jr.,

COMMONWEALTH OF PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY

NOVEMBER TERM, 1947 No. 379

In re :

Estate of JOSEPHINE T. BARROLL :

:

NOTICE OF APPLICATION FOR LEAVE TO SELL AT PRIVATE SALE

TO ALL PARTIES IN INTEREST:

You are hereby notified that on Friday, July 2, 1948, at 10:00 o'clock (EDT) A PETITION in the above Estate will be presented to the Judges of the Court of Common Pleas of Montgomery County, Pennsylvania, in Court Room A, at the Court House, Norristown, Pennsylvania, asking approval of the sale of premises known as Lot No. 7, Plat A, Gibson Island, Maryland, to Ethel Engel Hodges for the sum of $13,300. in cash, at which time any person interested in

the said sale may appear and be heard.

LOUISE BARROLL BARTON

TRADESMENS NATIONAL BANK & TRUST COMPANY,

Guardians.

EVANS, BAYARD & FRICK
1335 LAND TITLE BUILDING,
PHILADELPHIA, 10, PA.
Attorneys.

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA.

IN RE: : OF NOVEMBER TERM, 1947

ESTATE OF JOSEPHINE T. BARROLL, : No. 379

AN ALLEGED WEAK-MINDED PERSON :

REPORT OF RUSSELL J. BROWNBACK, ESQ., GUARDIAN AD LITEM FOR CHARLES L. BARROLL AND JOSEPHINE F. BARROLL, minor children of JOSEPHINE T. BARROLL, CHARLES MARSHALL BARTON LEE BARROLL BARTON AND NINA LIVINGSTON BARTON, minor grandchildren of JOSEPHINE T.BARROLL AND TRUSTEE AD LITEM FOR UNASCERTAINED OR FUTURE PARTIES IN INTEREST IN THE ESTATE OF JOSEPHINE T. BARROLL, SUR PETITIONS OF GUARDIANS FOR LEAVE TO SELL REAL ESTATE AT PRIVATE SALE.

o o o o o o o o o o o o

Russell J. Brownback, Esq., Guardian and Trustee ad Litem as aforesaid,

RESPECTFULLY REPORTS

That in the matter of the appointment of Tradesmens National Bank and Trust Company and Louise Barroll Barton as Guardians of the Estate of Josephine T. Barroll, your Honorable Court appointed him Guardian ad Litem for Charles L. Barroll and Josephine F. Barroll, minor children of Josephine T. Barroll, by decree dated January 26, 1948.

That subsequently by decree dated June 21, 1948, your Honorable Court extended said appointment whereby said Guardian ad Litem is and hereafter will be Guardian ad Litem for said minors and Trustee ad Litem for any unascertained or future parties in interest in said estate.

That thereafter your Honorable Court extended said appointment to cover the interests of Charles Marshall Barton, Lee Barroll Barton and Nina Livingston Barton, minor grandchildren of Josephine T. Barroll.

The Guardian and Trustee ad Litem recognizes that in matters such as this his duties substantially differ from those imposed upon him under a testamentary or inter vivos trust or in the settlement of an estate where the interests which he represents are vested. Here the Estate of Josephine T. Barroll is vested in her and in no one else and her interests are of primary consideration, the interests of her possible heirs and next of kin being entirely secondary.

The Guardians of Mrs. Barroll's Estate have determined in principle that it would be to her interests and the best interests of her estate to take advantage of the prevailing real estate market and to liquidate her real estate holdings.

With this view, the Guardian and Trustee ad Litem is entirely in accord.

The real estate of Mrs. Barroll is not basically income providing although, of course, that which is improved does produce some income. However, under changing times and conditions this real estate could readily become burdensome and it seems best, at this time, that the same should be liquidated.

At this writing, petitions have been presented to your Honorable Court by the Guardians

requesting leave to sell certain specific parcels of real estate.
The Guardian and Trustee ad Litem being impressed with the integrity and the competency of the Guardians and the qualifications and opinions of the real estate appraisers who they have employed would raise no objection to these sales unless it were apparent that the Estate was being dissipated.
Quite to the contrary, in the opinion of the Guardian and Trustee ad litem the steps now being taken will tend to conserve the estate.
The Trustee and Guardian ad Litem will now briefly review each comtemplated sale.
1. Premises situate at Moredon Ave., and Old Ford Road, Huntingdon Valley, Abington Township.

This property was the family home at the time when the guardianship was created.The recovery of Mrs. Josephine T. Barroll is extremely unlikely. The two minor children reside with their adult sister, Louise Barroll Barton in Baltimore, Md., from which the family originally moved to Pennsylvania.

Jackson-Cross Company competent and disinterested real estate brokers and appraisers are of opinion that $27,000. is the fair value of the property.

T. W. Montague with similar qualifications gives a value of $28,500.

Both appraisers give their reasons in detail for their respective appraisements.

The Guardians are selling the property for $32,550. subject to a broker's commission of 5% and both appraisers make affidavit that this price is better than could be obtained at public sale.

As Guardian and Trustee ad Litem, I approve this sale as prayed for.

2. Premises situate at 108 Elmwood Avenue, Roland Park, Baltimore, Maryland.

James S. Sloan and Donnell M. Smith of Albert P. Strobel, Jr., Company, competent and disinterested brokers and appraisers of real estate in the City of Baltimore appraise this property respectively at $18,500. and $20.000. and give in detail their reasons for their appraisements.

This sale is not subject to a broker's commission and so the sales price of $18,500. is substantially better than the lower appraisement and not far short of the higher appraisement. Both appraisers certify that in their opinion the sales price is better than could be obtained at a public sale.

As Guagdian and Trustee ad Litem I approve this sale.

3. Premises situate on Gibson Island, Anne Arundel County, Maryland.

This is a summer cottage in an exclusive and restricted summer resort. Apparently there is no free and open market for the sale of real estate at Gibson Island, the purchasers of property there being subject to approval by a corporation which controls the resort.

This property has been appraised by Charles L. Pumphrey and The Sloan Company of Baltimore, competent and disinterested real estate brokers and appraisers of Baltimore, Maryland familiar with value of real estate on Gibson Island.

They appraise the property at $12,500, and $12,800, respectively, and the Guardians have agreed to sell the property for $13,300. subject to a broker's commission of 5%.

The sales price is substantially higher than the respective appraisements and the appraisers certify that the price is as good or better than could be obtained at a public sale.

The appraisers give their reasons for the values which they have given and these seem sound.

As Guardian and Trustee ad Litem I approve this sale.

RESPECTFULLY SUBMITTED,

Russell J. Brownback

IN THE MATTER OF : C. P. MONTGOMERY COUNTY

JOSEPHINE T. BARROLL, : NOVEMBER TERM, 1947

A weak-minded person. : No. 379

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, LOUISE BARROLL BARTON and TRADESMENS NATIONAL BANK AND TRUST COMPANY, ARE HELD AND FIRMLY BOUND unto the Commonwealth of Pennsylvania, in the sum of Twenty-six Thousand Six Hundred Dollars ($26,600.), lawful money, to be paid said Commonwealth of Pennsylvania, their certain Attorney or Assigns; to which payment, well and truly to be made, we bind ourselves and each of us, our Heirs Executors, Administrators and Successors and everyone of them, jointly and severally, firmly by these presents. Sealed with our seals dated the 14th day of July,in the year of our Lord One Thousand Nine Hundred and Forty-eight (1948).

WHEREAS, by Decree of the Court of Common Pleas of Montgomery County dated July 2, 1948, the Guardians of the above weak-minded person were authorized and empowered to sell premises known as Lot No. 7, Plat A, Gibson Island, Anne Arundel County, Maryland, as more particularly therein described, to Ethel Engel Hodges, her heirs and assigns, bond to be entered in the penal sum above recited, and the bond of the Guardians being approved, and further authorized application to the proper Court of the State of Mary - land for further approval of said sale.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden LOUISE BARROLL BARTON and TRADESMENS NATIONAL BANK AND TRUST COMPANY, Guardians of the Estate of Josephine T. Barroll, a weak-minded person, shall whenever required by the Court, render a true and just account of the proceeds of said sale according to the directions of the Act of Assembly in such case made and provided, and shall also deliver up the said proceeds together with the other property and estate of the said weak-minded per- son according to the decree and order of said Court or the directions of law, and shall in all respects faithfully perform their duties as Guardians, then the above obligation shall be void and of no effect or else to remain in full force and virtue.

Sealed and Delivered
in the presence of:

Rodney T. Bonsall

Louise Barroll Barton (SEAL)

TRADESMENS NATIONAL BANK AND TRUST COMPANY

By H. T. Bongardt SEAL

Trust Officer

ATTEST:

Herbert Lomax,
Assistant Cashier.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY, SS:

I, EARL B. BECHTEL, Prothonotory of the Court of Common Pleas, in and for the County of Montgomery, in the State [illegible]

aforesaid, DO CERTIFY, that the above and foregoing is a true and correct copy of a portion of the record relating to leave to sell a certain property known as Plat A, of Gibson Island in Anne Arundel County, Maryland, in which leave was granted to Tradesmens National Bank and Trust Company and Louise Barroll Barton, as Guardians of the Estate of Josephine T. Barroll, an alleged weak-minded person, which proceeding is found as of No. 379, November Term, 1947, in the Court of Common Pleas of Montgomery County aforesaid and the same remains filed and on record in said Court.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Norristown, this Fifth day of August, in the year of our Lord one thousand nine hundred and forty-eight (1948).

(Court Seal) EARL B. BECHTEL, Prothonotary

COMMONWEALTH OF PENNSYLVANIA, County of Montgomery, SS;

I, Harold G. Knight, President Judge of the Thirty-Eighth Judicial District of the Commonwealth of Pennsylvania, composed of the County of Montgomery: DO CERTIFY, that the foregoing Record and Attestation made by EARL B. BECHTEL Esquire, Prothonotary of the said Court, whose name is thereto subscribed, and office of seal affixed, are in due form of law, and made by the proper officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand this Fifth day of August in the year of our Lord one thousand nine hundred and forty-eight (1948).

Harold G. Knight, Pres. Judge.

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF MONTGOMERY, SS:

I, EARL B. BECHTEL, Prothonotary of the Court of Common Pleas of said County of Montgomery, in the State aforesaid, DO HEREBY CERTIFY that the honorable HAROLD G. KNIGHT, to whom the foregoing Attestation was made, and whose name is thereto subscribed, was at the time of making thereof, and still is President Judge of the Court of Common Pleas for the County of Montgomery composing the Thirty-Eighth Judicial District of Pennsylvania, duly elected, commissioned and qualified, and to all whose acts as such, full faith and credit are and ought to be given, as well in Courts of Judicature as elsewhere.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seal of the said Court at Norristown, this Fifth day of August in the year of our Lord one thousand nine hundred and forty eight. (1948)

(COURT SEAL) EARL B. BECHTEL, Prothonotary

IN THE MATTER OF	:	
THE PETITION OF LOUISE BARROLL	:	In Equity No. 9510
BARTON, Stevenson, Maryland, and	:	IN THE CIRCUIT COURT
TRADESMENS NATIONAL BANK AND TRUST	:	FOR
COMPAN_, Philadelphia,Pennsylvania,	:	ANNE ARUNDEL COUNTY
Guardians of	:	
THE ESTATE OF JOSEPHINE T. BARROLL.	:	

ORDER

Upon the foregoing petition and affidavits it is this 24th day of August,1948,ORDERED by the Circuit Court for Anne Arundel County, that Louise Barroll Barton and Tradesmens National Bank and Trust Company, guardians of the estate of Josephine T. Barroll, an in-

competent, give notice to all persons having claims against the said Josephine T.Barroll or against the property mentioned in said petition, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before the 27th day of October, 1948, by causing a copy of this order to be published in some newspaper having a general circulation in Anne Arundel County, Maryland, once a week for four successive weeks before the 27th day of September, 1948.

/s/ James Clark,

JUDGE

(See pg. 118 for Publication)

Filed 28th August, 1948

PETITION AND ORDER

The petition of Louise Barroll Barton and Tradesmens National Bank and Trust Company, guardian of the Estate of Josephine T. Barroll respectfully represents:

1. That they have heretofore filed their petition in the above entitled proceeding together with Exhibit A and B in support thereof.

2. That they desire to withdraw said Exhibits for the purpose of having the same photostated and then to return them to this Court.

Wherefore, your petitioners pray on order of this Honorable Court permitting them temporarily to withdraw the Exhibits heretofore filed so that the same may be photostated.

And as in duty bound, etc.

Rouse and Morton,

Solicitors for Petitioners.

Filed Sept. 17", 1948

ORDER

Upon the foregoing petition it is this 17th day of September, 1948,ORDERED by the Circuit Court for Anne Arundel County that leave be and it is hereby granted to the petitioners to withdraw Exhibits A and B heretofore filed in this proceeding so that the same may be photostated provided that said Exhibits be returned to this Court within 7 days from the date hereof.

Marvin I. Anderson,

Judge.

Filed Sept. 17", 1948

PETITION AND ORDER

The Petition of Louise Barroll Barton and Tradesmens National Bank and Trust Company, guardians of the Estate of Josephine T. Barroll, respectively represents:

1. That in support of the Petition heretofore filed in this proceeding, your Petitioners desire to take testimony before an Examiner.

2. That there is pending in the Circuit Court for Baltimore City a proceeding similar to the proceeding in this Court, relating to property located in said City and also belonging to the estate of the said Josephine T. Barroll.

3. That the witnesses to be called by your Petitioners in both this proceeding and in the proceeding pending in Baltimore City live in or close to Baltimore City and in order to avoid having said witnesses appear once in Baltimore City and again in Annapolis your Petitioners desire permission of this Honorable Court to have testimony in this proceeding taken before a standing Examiner for the Circuit Court of Baltimore City.

WHEREFORE, your Petitioners pray an Order of this Honorable Court permitting them to take testimony in this proceeding before a standing Examiner for the Circuit Court of Baltimore City and directing the Clerk of this Court to forward all papers in this proceeding to Mason P. Morfit, Esq., Examiner, 733 Title Building, Baltimore 2, Maryland, for the taking of testimony before him in this proceeding.

AND, as in duty bound, etc.

Rouse and Morton

Solicitors for Petitioners.

Filed September 17", 1948

O R D E R

UPON the aforegoing Petition it is this 17 day of September, 1948, by the Circuit Court for Anne Arundel County ORDERED that leave be and it is hereby granted the Petitioners to take testimony in this proceeding before Mason P. Morfit, Esq., a standing Examiner, for the Circuit Courts of Baltimore City, and that the Clerk be and he is hereby directed to forward all of the papers in this proceeding to the said Mason P. Morfit, Esq., 733 Title Building Baltimore, Maryland.

Marvin I. Anderson,

Judge.

Filed Sept. 17", 1948

T E S T I M O N Y

The above cause being at issue, and notice having been given me by the Solicitor for the plaintiff of a desire to take testimony in the same, I, MASON P. MORFIT, one of the Standing Examiner of the Circuit Courts of Baltimore City, met on the third day of November in the year nineteen hundred and forty-eight, at my office in the City of Baltimore, in the State of Maryland, and assigned the fourth day of November, in the same year at three-fifteen o'clock in the afternoon and my said office, as the time and place for such examination of witnesses in said cause; at which last mentioned timeand place I attended, due notice of such meeting having been given, and proceeded in the presence of the Solicitor for the petitioners to take the following deposition, that is to say:-

TESTIMONY taken at the office of Mason P. Morfit, Examiner, on Thursday, 4 November 1948, at 3:15 P.M.

Present: James C. Morton, Jr., Counsel for Petitioners.

Thereupon;

CHARLES L. PUMPHREY, A WITNESS OF LAWFUL AGE, PRODUCED ON BEHALF OF THE Petitioners being first duly sworn, deposeth and saith as follows, that is to say:-

BY THE EXAMINER:

Q.- State your Name, residence and occupation.

A- Charles L. Pumphrey, 113 S. Hanover Street, real estate broker.

By MR. MORTON:

Q- What are your qualifications as a real estate appraiser?

A- I have had over 25 years experience as a broker and developer and about 15 years actively engaged in the appraisal of real estate thru Home Owners Loan Corporation and Veterans Administration and numerous condemnation cases.

Q-Are you familiar with the development at Gibson Island in Anne Arundel County?

A- Yes, quite familiar.

Q- Are you familiar with the property at Gibson Island belonging to Mrs. Josephine T. Barroll and known as Lot No. 7 on Plat "A"?

A- Yes,sir.

Q- Would you describe that property please?

A- The lot has a frontage of 132 feet on Red House Cove and a depth of 194 feet to Harbor Water Road. with a frontage of 132 feet on Harbor Water Road. The rear elevation is approximately ten feet above tide level and gradually sloping and the house sits back approximately forty feet from a stone bulkhead which is along the water front to prevent erosion. The lot is improved by a frame cottage, pier foundation, which contains a fire place, combination living room and dining room, two bedrooms,kitchen, bath and maid's room, lavatory, concrete porch on the first floor. The second floor has ----- sleeping accommodations and there is a garage attached to the cottage.

Q- What is the condition of these improvements?

A- They are in need of painting and general re-conditioning inside and out. It has been rented for a number of years and not too much attention been paid to the general re-conditioning and maintenance.

Q- How about the retaining wall?

A- The retaining wall is in fair condition.

Q- Do you know whether or not this property was ever used as a residence by Mrs. Barroll?

A- No, I do not.

Q- Do you know whether it has been used by Mrs. Barroll?

A- No, I don't know.

Q- An offer for the purchase of this property for the sum of $13,300.00,subject to the usual commissions, has been received by the Trustees of Mrs. Barroll's estate. DO you believe that is an adequate price?

A- Yes, I think it is a very good price.

Q- Do you believe a sale at that price would be to the best interest and advantage to Mrs. Barroll or her trustees.

A- Yes, I consider the sale at this price would be advantageous to Mrs. Barroll or her trustees.

Q. Are you personally interested in the proposed sale?

A- No, I am not.

General Question

Do you know or can you state any other matter or thing that may be to the benefit or advantage of the parties to this suit, or either of them, or that may be material to the subject of this, your examination, or the matters in question between the parties? If so, state the same fully and at large in your answer.

Ans. No.

Name- Charles L. Pumphrey.

Thereupon--

JAMES S. SLOAN, a witness of lawful age, produced on behalf of the Petitioners, being first duly sworn, deposeth and saith as follows, that is to say:

BY THE EXAMINER:

Q- State your name, residence and occupation.

A- James S. Sloan, American Building, Baltimore, real estate broker.

BY MT. MORTON:

Q- What are your qualifications in the real estate business?

A- I have been in the real estate business approximately 27 years and have spent considerable time in doing appraisal work.

Q- Are you familiar with the development at Gibson Island in Anne Arundel County?

A. Yes, I have been entirely familiar with the development of Gibson Island for many years and have handled considerable business in that locality.

Q- Are you familiar with the property at Gibson Island that belongs to Mrs. Josephine T. Barroll and known as Lot No. 7 on Plat "A"?

A- Yes, I am.

Q- Would you describe that property?

A- This is a fee simple property consisting of a lot with a frontage on Harbor Water Road of approximately 132 feet with a depth of 194 feet more or less and a frontage on the water of approximately 132 feet. This lot is improved by a one and a half-story frame semi cottage and has attached a one car garage. The first floor contains a living room, two bedrooms, bath, terraced porch, small maid's room and lavatory, kitchen and outside pantry. The second floor has a large dormitory, bath, single bedroom and sleeping porch.

Q- What is the existing condition of these improvements?

A- The improvements were constructed about 1924 and have been occupied by tenants during the summer season in the past two years. The house and garage are frame and shingle construction with shingle roof. All of the improvements, while in a livable condition, are badly in need of repair both inside and outside. The retaining wall on the water's edge has been damaged during the winter of 1947-1948 by the ice.

Q- Do you know whether or not this property was ever used as a residence by Mr. Barroll?

A- All I recall is that Mrs. Barroll and her family used the cottage when they first built it in the Twenties as a summer home.

Q- Has it been used by Mrs. Barroll in the past two years?

A- No, she has not used it for some time and it has been rented to summer tenants.

Q- An offer for the purchase of that property for the sum of $13,300.00, subject to the usual commissions, has been received by the trustees of Mrs. Barroll's estate.

- Do you believe that is an adequate price?

A- Yes, I believe $13,300.00, subject to the usual commissions, is a full and fair price for this property and better than could be obtained at a public sale.

Q- Do you believe a sale at that price would be to the best interest of Mrs. Barrell and her estate?

A- I definitely do. I believe the price is a good one and that the property should be sold since the improvements, and ground are only in fair condition and a considerable sum of money would have to be expended in order to put it in first class shape.

Q- Are you personally interested in the proposed sale?

A. No, I am not.

General Question

Do you know or can you state any other matter or thing that may be to the benefit

or advantage of the parties to this suit, or either of them, or that may be material to the subject of this, your examination, or the matters in question between the parties? if so, state the same fully and at large in your answer.

Ans.- _____

Name - James S. Sloan.

No other witnesses being named or produced before me, I then, at the request of the Solicitor for the plaintiff closed the depositions taken in said cause and now return them closed under my hand and seal, on this eighteenth day of November, in the year of Our Lord nineteen hundred and forty-eight, at the City of Baltimore, in the State of Maryland.

Mason P. Morfit, (SEAL)

Examiner.

There are no Exhibits with these depositions, to wit; Plaintiffs .....Exhibit: Defendant's .....Exhibit.

Mason P. Morfit,

Examiner

- - - - - - - - - - - - - - -

I, MASON P. MORFIT, the Examiner before whom the foregoing depositions were taken do hereby certify that I was employed in assigning a day, and taking the said depositions upon two days, on both of which I was employed by the Plaintiff, and on none by the Defendant.

Mason P. Morfit

Examiner.

Filed Dec. 9, 1948

CERTIFICATE OF PUBLICATION

THE SOUTHERN MARYLAND TIMES, ANNAPOLIS, MARYLAND,

tTHIS IS TO CERTIFY That the annexed advertisement of the Petition of Louise Barroll Barton/(See Page 113) was inserted in the SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for (4) four successive weeks before the 27th day of September, 1948.

THE SOUTHERN MARYLAND TIMES

A. J. Murray, Sr.,

Business Manager

Filed Dec. 9, 1948

D E C R E E

The petition of Louise Barroll Barton and Tradesmens National Bank and Trust Company, Guardians of the estate of Josephine T. Barroll, a non-resident lunatic, filed in this proceeding on August 24, 1948, and the proceedings in connection therewith, were by the Court read and considered; and it appearing to the Court that the said Josephine T. Barroll is non compos mentis and owns a certain piece of real estate, situate in Anne Arundel County, and that she is a resident of Montgomery County, in the State of Pennsylvania, and that, heretofore, by decree of the Court of Common Pleas for said County dated February 13, 1948, she was adjudged to be insane, and that the above-named Petitioners were duly appointed Guardians of her estate, and have duly qualified under the authority of said

Court, as will more fully appear by reference to an exemplified copy of such qualification and appointment, filed in this proceeding as "Petitioners' Exhibit A"; and it affirmatively appearing to the Court that due notice to the creditors of the said lunatic has been given as required by law, and that it will be to the best interest of said lunatic to order a sale of said property; it is accordingly this 9th day of December, 1948, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREES, that the property mentioned and described in this proceeding, situate in the Third Election District of Anne Arundel County, and known as Lot Number 7 on Plat A of Gibson Island, be sold; and that the sale to Ethel Engel Hodges in accordance with the contract for the sale of said property, a copy of which contract is filed in this cause, be and it is hereby adopted as the sale of this Court and is hereby ratified and confirmed.

AND it is further ORDERED, that the said Louise Barroll Barton and Tradesmens National Bank and Trust Company, Guardians as aforesaid, be and they are hereby authorized and directed to consummate said contract for and on behalf of said lunatic, and upon receipt by said Guardians of the purchase price payable under said contract, said Guardians shall be a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser under said contract, her heirs and assigns, the property and estate to her sold, free, clear and discharged from all claims by said lunatic, and those claiming by, from or under her, or any of them; and as soon as convenient after said sale, said Guardians shall return to this Court a report of their proceedings in regard thereto, and shall bring into this Court the money arising from said sale, to be held subject to the further order of this Court, after deducting the cost of this proceeding and such commission to said Guardians as this Court may think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

And it is further ORDERED, that before acting under this decree, the said Guardians shall file with the Clerk of this Court a bond to the State of Maryland, executed by themselves and a surety or sureties to be approved by this Court, in the penalty of Thirteen Thousand Three Hundred Dollars ($13,300.00) conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises.

And it is further ORDERED, that after said sale has been duly reported to this Court, the papers in this case shall be referred to one of the standing Auditors of this Court for the statement of an account; and after the audit has been stated and confirmed by this Court, further proceedings in regard to the disposition of the net proceeds of said sale, shall be conducted in accordance with the provisions of said Section 139, of Article 16 of the Code.

James Clerk,

Judge.

Filed Dec. 9th, 1948

TRUSTEES' BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Louise Barroll Barton and Tradesmens National Bank and Trust Company, guardians of the Estate of Josephine T. Barroll 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 Thirteen Thousand Three Hundred ($13,300.00) 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 4th day of January, in the year of our Lord one thousand nine hundred and forty-nine.

WHEREAS, the above bounden guardians by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been directed as guardians to sell the property located in the Third Election District of Anne Arundel County and known as Lot No. 7 on Plat "A" of Gibson Island belonging to Josephine T. Barroll, a non-resident incompetent, mentioned in the proceedings in the case of In the Matter of the Petition of Louise Barroll Barton and Tradesmen's National Bank and Trust Company guardians of the Estate of Josephine T. Barroll (Equity No. 9510) now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Louise Barroll Barton and Tradesmen's National Bank and Trust Company do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void;otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of
John J. Rouse, Jr.,
Attest:
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By Ridgely P. Melvin, Jr.,
Attorney-in-Fact (SEAL)

Louise Barroll Barton (SEAL)
TRADESMENS NATIONAL BANK AND TRUST COMPANY
By H. T. Bongardt,
Trust Officer
Herbert Lomax, Assistant Cashier.
(Corporate Seal)

Filed and Approved this 5" day of Jan'y. 1949.
John H. Hopkins, 3rd,
Clerk.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Louise Barroll Barton and Tradesmens National Bank and Trust Company, guardians of the estate of Josephine T. Barroll, authorized and directed by a decree of this Court, passed in the above-entitled cause on December 9, 1948, to make sale of certain real estate therein mentioned, respectfullyshows:

1. That after giving bond with security for the faithful performance of their trust,and after having complied with all other prerequisites, as required by law and the said decree, they did sell the property mentioned and described in this proceeding, situate in the Third Election District of Anne Arundel County and known as Lot Number 7 on Plat A of Gibson Island to Ethel Engel Hodges in accordance with the provisions of a contract of sale which said contract was ratified and confirmed by the aforesaid decree of this Court.

2. That the said guardians have received from the said Ethel Engel Hodges the sum of $13,300, the purchase price payable under said contract and upon the receipt thereof and and in accordance with the provisions of the aforementioned decree the said guardians

have by good and sufficient deed conveyed to the said Ethel Engel Hodges, her heirs and assigns, said property free, clear and discharged from all claims by said lunatic, and those claiming, by from or under her, or any of them.

3. That further in accordance with the provisions of the aforementioned decree of this Court the said guardians are holding the proceeds derived from said sale subject to the further order of this Court.

AND AS IN DUTY BOUND.

Tradesmens National Bank & Trust Company
Louise Barroll Barton,
Guardians of the estate of Josephine T.Barroll.
By John G. Rouse, Jr.,
Attorney.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I hereby certify that on this 5th day of March, 1949, personally appeared before me the subscriber, a notary public in and for the City and State aforesaid, JOHN G. ROUSE, JR., who did make oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true to the best of his knowledge and belief.

Dorothy L. Stockett
Notary Public.

(Notarial Seal).

My Commission Expires May 2, 1949.

Filed 8" March, 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 cuse, and from them she has stated the within account. March 22, 1949.

All of which is respectfully submitted.

Laura R. Jickling,
Auditor.

Dr. In the Matter of the Petition of Louise Barroll Barton and Tradesmen's National Bank & Trust Co. of Philadelphia, Pa., Guardians of the Estate of Josephine T. Barroll in ac.

Guardians' Commissions Waived.

To Guardians for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	47.25	
Auditor - stating this account	9.00	66.25
To Guardians for Expenses, viz:		
Southern Maryland Times-publishing notice to creditors	22.00	
Southern Maryland Times- Order Nisi (acct.)	5.00	
Fidelity & Deposit Co. of Md.,bond premium	35.47	
Mason P. Morfit -examiner's and stenographer'sfees	13.00	
Title Guarantee Co-special fee (Order of 3/18/49)	93.75	
The Gibson Island Corporation-commission on sale	665.00	
John G. Rouse,Jr.,-fee for legal services (Order of 3/9/49)	350.00	

One-half Federal revenue stamps	7.43	
One-half State revenue stamps	7.42	
Dorothy L.Stockett- notary fees	1.00	1,200.07
To Guardians for Taxes, viz:		
1949 State and County taxes (adjusted to 1/5/49)	2.79	2.79
Balance in hands of Guardians,subject to further order of Court,		12,030.89
		13,300.00

with Louise Barroll Barton and Tradesmen's National Bank & Trust Company of Philadelphia, Pa. Guardians

		Cr.
1949 Jan. 5. Proceeds of Sale (Contract dated June 8, 1948)	13,300.00	13,300.00
		13,300.00

Filed March 23", 1949

ORDER NISI

ORDERED, This 23" day of March, 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 23" day of April next; Provided a copy of this Order be inserted in some newspaper piblished in Anne Arundel County, once in each of three successive weeks before the 23rd day of April next.

John H. Hopkins, 3rd,

Clerk.

Filed 23 March, 1949.

CERTIFICATE OF PUBLICATION

THIS is TO CERTIFY, That the annexed advertisement of Order of Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for (3) three successive weeks before the 23rd day of April, 1949. that is to say, the same was inserted in the issues of March 31, April 7, and 14, 1949.

THE SOUTHERN MARYLAND TIMES,

J. C. Collison, Jr.,

Business Manager.

Filed April 17", 1950.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 1st day of September, 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 Guardians apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson,

Judge.

Filed Sept. 1, 1950.

THE REAL ESTATE DEVELOPMENT COMPANY,INC.	:	No. 9741 EQUITY
VS	:	IN THE CIRCUIT COURT FOR
LAWRENCE E. FOSTER and	:	
VICTORIA EVA FOSTER, his wife.	:	ANNE ARUNDEL COUNTY.

ORDER TO DOCKET SUIT.

DIRECTION TO THE CLERK OF THE CIRCUIT COURT, ANNE ARUNDEL COUNTY. NO. 9741 EQUITY

Mr. CLERK.

Please docket a suit entitled THE REAL ESTATE DEVELOPMENT COMPANY INC., vs LAWRENCE E. FOSTER AND VICTORIA EVA FOSTER, HIS WIFE, and file therein the attached mortgage dated June 13th, 1948, from the above named defendants to the above named plaintiff, and enter my appearance for the attorney named in said mortgage.

Linwood L. Clark,
ATTORNEY FOR JAMES F. THRIFT,
THE ATTORNEY NAMED IN SAID MORTGAGE.

Filed July 23", 1949

MORTGAGE

THIS PURCHASE MONEY MORTGAGE, Made this Thirteenth day June in the year nineteen hundred and forty-eight BY LAWRENCE E. FOSTER and VICTORIA EVA FOSTER, his wife, MORTGAGORS, of the Third Election District of Anne Arundel County, in the State of Maryland, of the first part, and THE REAL ESTATE DEVELOPMENT COMPANY, a body corporate, Mortgagee, of the second part.

WHEREAS, the said Mortgagors are justly indebted unto the said Mortgagee in the full and just sum of Five Thousand Eight Hundred Nine Dollars and Sixty-Two Cents ($5,809.62), which the said Mortgagors agree to repay to the said Mortgagee three (3) years from the date hereof with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually; the said Mortgagors, however, reserving unto themselves the right to prepay said Mortgage in whole or in part at any time provided, however, that any partial payment made on account of said mortgage debt shall be not less than Five Hundred Dollars ($500.00) at any time or multiples thereof, and, provided further, that interest shall abate on the balance due on said Mortgage from the time said partial payments shall be made.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, its successors, and assigns, in fee simple, all those two lots or parcels of ground situate and lying in the third election district of Anne Arundel County, designated as Lot No. Forty-Nine and Lot No. Fifty on plat of Addition to Waterford Heights in the Third Election District of Anne Arundel County, Maryland, said lots containing respectively, three and sixty-nine one hundredths (3 69/100ths) acres of land and three and forty-five one hundredths (3 45/100ths) acres of land. (Cabinet 2, Rod E 2 Plat 14).

BEING the same lots of ground which by Deed dated December 19, 1947 and recorded among the Land Records of Anne Arundel County prior hereto were granted and conveyed by Foxwell and Foxwell Inc., a body corporate, unto the said Victoria E. Foster and Lawrence E. Foster, her husband.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises unto and to the proper use and benefit of The Real Estate Development Company, a body corporate, 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 Eight Hundred Nine Dollars and Sixty-Two Cents, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

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

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, All Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as 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 Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors, or assigns, or James F. Thrist their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said Mortgagors for themselves, their personal representatives and assigns do further covenant to insure, and pending the existence of this Mortgage to keep insured

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 Six Thousand Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST: Lawrence E. R. Foster (SEAL)

James F. Thrift. Victoria Eva Foster (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this Thirteenth day of June in the year nineteen hundred and forty-eight before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LAWRENCE E. FOSTER and VICTORIA EVA FOSTER, 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 PERCIVAL S. WHIPPLE, Vice-President of The Real Estate Development Company, a body corporate, 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.

James F. Thrift,

(Notary Seal) Notary Public

Recorded June 17th,1948 at 1:40 P.M. Liber J.H.H. No. 474 folio 172.

Filed July 23", 1949

STATEMENT OF MORTGAGE CLAIM

LAWRENCE E. FOSTER and

VICTORIA EVA FOSTER, his wife,

to

JAMES F. THRIFT,

ATTORNEY NAMED IN MORTGAGE

To amount of money loaned by the Real Estate Development Company, a body corporate, to the said Lawrence E. Foster and Victoria Eva Foster, his wife, and secured by Mortgage dated June 13, 1948, recorded June 17, 1948 in Liber J.H.H. No. 474, folio 172 . . . . . $5,809.62

Accrued interest from June 13, 1948 to August 30, 1949 . . . . . 421.20

Insurance premium paid for insuring property covered by said Mortgage 75.90

$6,306.72

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of August, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared JAMES F. THRIFT, Attorney named in the Mortgage above referred to, and made oath in due form of law that there is justly due and owing by the said Mortgagors to the said Mortgagee, the sum of $6,306.72 over and above all discounts, to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Ruth Kaplan, Notary Public.

Filed August 26, 1949

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, James F. Thrift, 232 Equitable Building,

Baltimore, Maryland, as Principal and Indemnity Insurance Company of North America of Philadelphia, Pennsylvania, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND 00/100 Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 23rd day of August in the year nineteen hundred and forty-nine.

WHEREAS, the above bounden James F. Thrift by virtue of the power contained in a mortgage from Lawrence E. Foster and Victoria Eva Foster to Real Estate Development Company bearing date the 13th day of June, nineteen hundred and forty-eight, and recorded among the Mortgage Records of Anne Arundel County in Liber JHH No. 474, Folio 172 and James F. Thrift 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 James F. Thrift 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 — JAMES F. THRIFT (SEAL)

in the presence of — INDEMNITY INSURANCE COMPANY OF NORTH AMERICA. (SEAL)

Mary V. Tustin — By Charles V. Heyl, (SEAL)

Gordon F. Yoch (Corporate Seal) — Attorney-in-Fact.

Filed & Approved this 26" day of August, 1949.

John H. Hopkins, 3rd, Clerk.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of James F. Thrift, Attorney Named in Mortgage in the proceedings in the above cause mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust as prescribed by the terms of said Mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, the said James F. Thrift, Attorney Named in Mortgage, did, pursuant to said notice, on Tuesday, August 30, 1949, at 11:00 A. M. attend on the premises and then and there sold unto The Real Estate Development Company, a body corporate, for Five Thousand Dollars ($5,000.00), the property in said proceedings mentioned, it being then and there the highest bidder therefor; said property being described as follows:

All those lots of ground lying at Waterford Heights on the Annapolis Road, leading from Lipin's Corner to Severna on the Ritchie Highway.

Being Lot No. 49 and Lot No. 50 of Addition to Waterford Heights in the Third Election District of Anne Arundel County, Maryland, said lots containing respectively

3 69/100ths acres of land and 3 45/100ths acres of land, improved with two-story frame cottage with bath, two lavatories,oil heat and outbuildings. Property is in fee simple.

TERMS OF SALE - A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court 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.

James F. Thrift,

James F. Thrift, Attorney Named in Mortgage.

STATE OF MARYLAND, BALTIMORE CITY, 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 JAMES F. THRIFT, 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.

AS WITNESS: my hand and Notarial Seal.

Ruth Kaplan,

(Notarial Seal) Notary Public.

James F. Thrift, Attorney-at-Law
232 Equitable Building
Baltimore 2, Maryland

MORTGAGE SALE OF VALUABLE FEE SIMPLE PROPERTY

AT Waterford Heights, in The Third Election District of Anne Arundel County.

Under and by virtue of the power and authority contained in a Mortgage from Lawrence E. Foster and Victoria Eva Foster, his wife, to the Real Estate Development Company, a body corporate, dated June 13, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. ,III, No. 474, folio 172 (default having occurred thereunder) the undersigned Attorney named in Mortgage, will sell at Public Auction on the premises. TUESDAY, AUGUST 30, 1949 at 11 A.M. (Daylight Savings Time) all those lots of ground lying at Waterford Heights on the Annapolis Road, leading from Lipin's Corner to Severna on the Ritchie Highway and described as follows:

BEING Lot No. 49 and Lot No. 50 on Plat of Addition to Waterford Heights, in the Third Election District of Anne Arundel County, Maryland, said lots containing respectively 3 69-100ths acres of land and 3 45-100ths acres of land, improved with two-story frame cottage with bath, two lavatories, oil heat and outbuildings. Property is in fee simple.

TERMS OF SALE:-A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court 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.

JAMES F. THRIFT,

T. C. HOBBS, Auctioneer. Attorney Named in Mortgage a-25

Filed Sept. 1st, 1949.

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 27, 1950.

J.H.H. No. 68 Equity

We hereby certify that the annexed Notice of Mortgage Sale - LAWRENCE E. FOSTER , 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 30th day of August 1949. The first insertion being made the 4th day of August, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 1670 Duplicate Certificate. By R. L. Brown.

Filed October 1, 1949

ORDER NISI

ORDERED, this 1st day of September, 1949, That the sale of the property mentioned in these proceedings made and reported by James F. Thrift, Attorney Named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of October next.

The report states that the amount of sales to be $5000.00.

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

Filed Sept. 1st, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 15, 1949

We hereby certify, that the annexed Order Nisi, Eq. #9741 Sale - LAWRENCE E.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 3rd day of October 1949. The first insertion being made the 8th day of September, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 9426 BY R. L. BROWN.

Filed Oct. 17", 1949

MILITARY AFFIDAVIT

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

THIS IS TO CERTIFY that before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JAMES F. THRIFT and made oath in due form of law that he knows the defendants herein, and that each of said defendants:

(1) Is not in the military service of the United States,

(2) Is not in the military service of any nation allied with the United States,

(3) Has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) Is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

(Notarial Seal) Mary V. Tustin, Notary Public

My Commission Expires May 7, 1951.

Filed 28 Sept. 1950

O R D E R

At the request of Counsel for the plaintiff in the above entitled matter,leave be and the same is hereby granted, this 28th day of September, 1950, to file the above military affidavit in this matter nunc pro tunc.

Benjamin Michaelson, Judge.

Filed 28 Sept. 1950

J.H.H, No. 68 Equity

ORDER NISI

ORDERED BY THE COURT, This 17th day of October, 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 Oct. 17", 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account, October 18, 1949.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. James F. Thrift,Attorney named in Mortgage, vs Lawrence E. Foster and Victoria Eva Foster, his wife,

		in ac.
To Attorney for Fee, viz:	25.00	
To Attorney for Commissions, viz:	180.00	205.00
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	
The Sun - advertising sale	18.60	
Indemnity Insurance Co. - bond premium	24.00	
T. C. W. Hobbs - auctioneer's fee	30.00	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	
Ruth Kaplan - notary fees	1.00	114.10
To Real Estate Development Co., mortgagee- this balance on account mortgage claim	4,659.01	4,659.01
		5,015.86
Amount of mortgage claim filed	6,306.72	
Cr. Amount allowed as above	4,659.01	
Balance subject to decree in personam	1,647.71	

With James F. Thrift, Attorney named in Mortgage

Cr,

1949		
Aug. 30 Proceeds of Sale	5,000.00	5,000.00
Refund 1949 State and County taxes ($47.60 adjusted to 8/30/49)	15.86	15.86
		5,015.86

J.H.H.- No. 68 Equity

Filed 21" Nov. 1949

ORDER NISI

ORDERED, This 23" day of November, 1949, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 24" day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of December next. John H. Hopkins, 3rd, Clerk.

Filed Nov. 23, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Dec. 17, 1949

We hereby certify, that the annexed Order Nisi - Equity #9741 Auditor's Account - Lawrence E. Foster, 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 December, 1949. The first insertion being made the 25th day of November, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

By R. Lucile Brown

No. E.C. 6556

Filed Jan'y. 9th, 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 9th day of January, 1950, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson,

A. J.

Filed Jany. 9", 1950

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MIKE SOTIRAKIS - Lot 26, Sycamore Road Anne Arundel County, Maryland.	:	# 9967 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

Mr. Clerk:

Please docket this case, file my appearance and file the original mortgage.

J. Purdon Wright, Attorney named in the Mortgage.

Filed June 2, 1950
"PETITIONERS' EXHIBIT NO. 1"
ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 9th day of August, in the year one thousand, nine hundred and forty-eight, between Mike Sotirakis of Anne Arundel County, in the State of Maryland, Mortgagor, and THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of Six thousand ($6,000.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent (6%) per annum in the manner following:

By the payment of Sixty-seven 61/100 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 description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

Being Lot No. 26, as shown on the Plat of Matdale Heights, which Plat is recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-9, Plat 4.

BEING the same lot of ground described in a deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County which was granted and conveyed by Estelle Mataosky and Thomas Mataosky, her husband, to the herein mortgagor.

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

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

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

AND the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay, the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and 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 mortgagor, his, heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so, and add the cost thereof to the amont of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of

six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, it s 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 Mortgagor, his heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagor, his heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured , and the Mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, his 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.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for J. Purdon Wright, 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/or assign 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 Baltimore County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $100. and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of

Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagor, his heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said Mortgagor, for his 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 Mortgagor, for his heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commissions, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagor.

WITNESS Mile Sotirakis (SEAL)

Lillian K. Horner.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th day of August, 1948, before me, the subscriber, a Notary Public,of the State of Maryland, in and for the City aforesaid, personally appeared Mile Sotirakis and he acknowledged the aforegoing mortgage to be his act. At the same time also appeared Urban J. B. Link, 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). Lillian K. Horner, Notary Public.

Recorded-12th-August, 1948,at 1-30 P. M. Liber JHH #484,folio 7.

Filed June 2, 1950.

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND: COUNTY OF BALTIMORE, SS

I HEREBY CERTIFY, That on this 5th day of June, 1950, before me, the subscriber,a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Urban J. B. Link, President of The American National Building and Loan Association of Baltimore City, the Mortgagee herein, and made oath in due form of law that the defendant is not in the military service of the United States, or of any nation with which the United States is allied, 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 that he has not been ordered to report for service therein; that Mike Sotirakis is 45 years old;

and that the affiant's sources of information were the records of The American National Building and Loan Association of Baltimore City and the family of the defendants.

Urban J. B. Link, President, Affiant (Notarial Seal) Howard I. Scaggs, Jr., Notary Public.

Filed June 8", 1950

STATEMENT OF MORTGAGE CLAIM.

Statement of Mortgage Claim of The American National Building and Loan Association of Baltimore City under the mortgage from Mike Sotirakis dated the 9th day of August,1948, to The American National Building and Loan Association of Baltimore City and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 484, folio 7.

Principal Balance due as of 5/31/50	$5617.35
Interest to 7/6/50	202.27
Total	5819.62
Credit in Expense Account as of 5/31/50	46.40
Total Balance Due	$5773.22

THE AMERICAN NATIONAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

(Corporate Seal) By Urban J. B. Link, President

(Petitioner's Exhibit No. 2.)

STATE OF MARYLAND, COUNTY OF BALTIMORE: SS:

I HEREBY CERTIFY, That on this 5th day of June, 1950, before me, the subscriber,a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Urban J. B. Link, president of The American National Building and Loan Association of Baltimore City, and made oath in due form of law 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.

As Witness my hand and Notarial Seal.

Howard I. Scaggs, Jr., Notary Public

(Notarial Seal)

(Petitioner's Exhibit No. 2)

Filed July 5", 1950.

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND, #9967 IN EQUITY

BOND OF ATTORNEY TO SELL.

KNOW ALL MEN BY THESE PRESENTS, That we, J. PURDON WRIGHT, of the Mathieson Building City of Baltimore, State of Maryland, as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety,are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand Five Hundred and 00/100 Dollars (7500.00), to be paid to the said State or its certain Attorney, to which payment, well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns jointly and severally,firmly by these presents.

Sealed with our seals and dated this 29th day of June, in the year of our Lord, nineteen hundred and fifty.

WHEREAS, the above bounden J. Purdon Bright by virtue of the power contained in a

mortgage from Mike Sotirakis to The American National Building and Loan Association of Baltimore City bearing date the 9th day of August, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 484 Folio 7 and J. Purdon Wright is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden J. Purdon Wright 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

Lillian K. Horner, J. Purdon Wright, (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

J. E. Limpert, By Howard J. McNamara

Witness to Surety Attorney in fact.

(CORPORATE SEAL)

Filed July 5, 1950

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of J. Purdon Wright, Attorney named in the Mortgage in the above entitled cause to make the sale of the fee simple property known as Lot 26, Sycamore Road, now known as No. 203 Sycamore Road, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows that after giving bond for the faithful discharge of his trust as prescribed by law, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisements inserted in The Southern Maryland Times, a weekly newspaper, published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Attorney named in the mortgage, did pursuant to said notice on Thursday, the 6th day of July, 1950 at 3:00 P. M. attend on the premises and then and there sold said fee simple property to The American National Building and Loan Association of Baltimore City, a body corporate, 27 W. Fayette Street, Baltimore 1, Maryland, the Mortgagee herein, at and for the price of $6100.00, it being the highest bidder at said sale.

J. Purdon Wright,

Attorney Named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I Hereby certify that on this 10th day of July, 1950, before me the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared J. Purdon Wright, Attorney Named in the 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.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(Notarial Seal) Lillian J. Horner, Notary Public

Filed July 12, 1950

RE: FORECLOSURE SALE

J. PURDON WRIGHT, Atty.
vs
MIKE SOTIRAKIS
(Lot 26 Sycamore Road)

No. 9967 June 2, 1950 Equity

Of even date I have filed with the Clerk of the Circuit Court for Anne Arundel County a petition to sell the above property under the power contained in the mortgage.

The improvements consist of a one and one-half story, shingle one-family dwelling house, five rooms and one bath, with oil heat. The lot is approximately fifty feet by one-hundred feet. Lying in Anne Arundel County, in said State, and described as follows:

Being Lot No. 26, as shown on the PLAT of MATDALE HEIGHTS, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, R. O. D. E-9, PLAT 4.

Being the same lot of ground described in a deed of even date herewith and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County which was granted and conveyed by ESTELLE MATAOSKY and THOMAS MATAOSKY, her husband, to the herein mortgator.

"A cash deposit of $750.00 will be required of the purchaser at the time and place of sale, balance of purchase price in cash upon final ratification of sale by the Circuit Court for Anne Arundel County. Interest to be charged on unpaid purchase money from date of sale to date of settlement.

"All expenses, including special paving tax, if any, to be adjusted to day of sale."

The sale will take place on the premises on July 6, 1950, at 3 P.M.

Alex Cooper, 212 N. Calvert St. Baltimore, Maryland, Auctioneer.

7-6

WILLIAM BRUCE OSWALD.

Filed 18 July, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Maryland

THE SOUTHERN MARYLAND TIMES.

J. Purdon Wright, Atty. vs Mike Sotirakis.

THIS IS TO CERTIFY That the annexed advertisement of Foreclosure Sale was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper published in Anne Arundel County, Maryland, once a week for four successive weeks before the 6th of July, 1950, that is to say, the same was inserted in the issues of June 15th, 22nd, 29th and July 6th.

THE SOUTHERN MARYLAND TIMES,

James N. Metzger,

Filed 18 July, 1950. Business Manager

ORDER NISI

ORDERED, this 12th day of JULY, 1950, That the sale of the Property mentioned in these proceedings made and reported by J. PURDON WRIGHT, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of AUGUST next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of AUGUST next. The report states that the amount of sales to be $6100.00

John H. Hopkins, 3rd, Clerk.

Filed 16 August, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 16,195 0.

We hereby certify, that the annexed Order Nisi- Eq., #9967-Sale Mike Sotirakis was

published in THE SOUTHERN MARYLAND TIMES a newspaper published in the City of Annapolis,Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of August, 1950. The first insertion being made the 20th day of July, 1950.

July 20
" 27
Aug. 3 S.M.T.

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

Filed 16 Aug. 1950

FINAL ORDER

ORDERED BY THE COURT, This 17th day of August, 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,

Judge.

Filed 17 August, 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., August 30, 1950.

All of which is respectfully submitted,

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Mike Sotirakis in ac.

To Attorney for Fee, viz:	100.00	
To Attorney for Commissions, viz:	213.00	313.00
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:		
The Southern Maryland Times- advertising Sale	16.00	
The Southern Maryland Times- order nisi (sale)	6.00	
The Southern Maryland Times- order nisi (acct)	6.00	
The Sun - advertising sale and cards	16.10	
U. S. Fidelity & Guaranty Co.-bond premium	30.00	
Alex Cooper- auctioneer's fee	121.50	
One-half Federal revenue stamps	3.58	
One-half State revenue stamps	3.57	
Notary fees	1.00	203.75
To The American National Building & Loan Ass'n. of Baltimore City, mortgagee - This balance on account mortgage claim	5,574.78	5,574.78
		6,129.28

Amount of mortgage claim filed	5,773.22	
Cr. Amount allowed as above	5,574.78	
Balance subject to decree in personam	198.44	
with J. Purdon Wright, Attotney named in Mortgage		Cr.
1950		
July 6 Proceeds of sale	6,100.00	6,100.00
Refund 1050 State and County taxes (7/6/50 to 12/31/50)	29.28	29.28
		6,129.28

Filed 5 Sept. 1950

ORDER NISI

ORDERED, This 5 day of September, 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 6 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 6 day of October next.

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Oct. 6, 1950.

We hereby certify, that the annexed Order Nisi- Eq. #9967 Auditors Account MIKE SOTIRAKIS was published in SOUTHERN MARYLAND TIMES a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of October, 1950. The first insertion being made the 6th day of September,1950.

THE CAPITAL GAZETTE PRESS, INC.,

No. MG 4039. By R. L. Brown.

Filed Oct. 10", 1950.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 11th day of October, 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 13 Oct. 1950.

LOUIS H. SCHNEPFE, individually, MINNIE SCHNEPFE, his wife, 424 Annabel Avenue, Baltimore 25, Md. LOUIS H. SCHNEPFE 424 Annabel Avenue, Baltimore 25,Md: EDNA PARKER 1425 Patapsco Ave.,Baltimore 26,Md.: Administrators e.t.a. of the Estate of DANIEL B. SCHNEPFE, deceased. PLAINTIFFS	:	No. 9829 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.		
ELIZABETH JOHNSON J. OLIVER JOHNSON, her husband,	:	

853 E. 27th St., Hialeah, Fla., :

CHARLES B. ARMIGER :
EVELYN ARMIGER, his wife,
5100 32nd Ave., Miami, Fla. :
MARGUERITE CROFT
LEON E. CROFT, her husband, : NO. 9829 EQUITY
2322 Lauretta Ave., Balto 23, Md.
GRACE SCHNEPFE, Widow, :
305 Pontiac Ave., Balto. 25, Md.
ADELE S. LEE, Widow :
3725 5th St., Balto. 25, Md.
ALLAN LEE, Divorced :
329 Virginia Ave., Collingswood, N. J.
DEFENDANTS. :

: : : : : : : : :

PETITION FOR DECLARATORY JUDGMENT

To the Honorable, the Judges of said Court:

The Petition of Louis H. Schnepfe and Minnie Schnepfe, his wife, individually, and Louis H. Schnepfe and Edna Parker, Administrators c.t.a. of the Estate of Daniel B.Schnepfe, respectfully shows:

FIRST: That the said Daniel B. Schnepfe departed this life at Brooklyn, Anne Arundel County, Maryland, on the 16th day of December, 1948, leaving a Last Will and Testament dated the 23rd day of April, 1937, in these words, to-wit:

"I give, devise and bequeath all my cash and property and valuables of every description and my part and interest in the estate of Augusta M. Schnepfe, to my wife, Nannie A. Schnepfe, and authorize the Trustee, Louis H. Schnepfe, to pay to my wife, Nannie A. Schnepfe, all sums which may be due me in my interest in said estate during the term of her natural life and no longer". A certified copy of said Last Will and Testament being filed herewith, marked "Petitioners' Exhibit No. 1".

SECOND: That Letters of Administration c. t. a. have been granted by the Orphans' Court of Anne Arundel County to the said Louis H. Schnepfe and Edna Parker. A certified copy of said Letters of Administration c. t. a. being filed herewith, marked "Petitioners' Exhibit No. 2".

THIRD: That at the time of his death, the said Daniel B. Schnepfe was seized and possessed of Lots Nos. 167, 168 and 169 in Section "B" as shown on the plat of "Brooklyn Heights, Fifth Election District of Anne Arundel County, Maryland, improved by a dwelling; said property having been conveyed to the said Daniel B. Schnepfe and Nannie A. Schnepfe, his wife, by the two following Deeds: (1) from the Southern Holding Company, dated August 24, 1931, and recorded among the Land Records of Anne Arundel County in Liber F..S. R. No. 86, folio 291; and (2) from Theodore R. Edgar and wife, dated August 27, 1925, and recorded among the aforesaid Land Records in Liber W.M.B. No. 14, folio 144; said real estate appraised at $2,500.00. A certified copy of the abovementioned Deeds being filed herewith, marked: "Petitioners' Exhibits Nos. 3 and 4" .

FOURTH: That the gross personal estate of the said Daniel B. Schnepfe will amount to approximately $4,500.00.

FIFTH: THAT Nannie A. Schnepfe, the wife of the said Daniel B. Schnepfe, predeceased her husband, the said Nannie A. Schnepfe having departed this life on August 22, 1948, intestate, leaving susviving her the following: Daniel B. Schnepfe, her husband; Allen Lee, the son of a brother, Robert Lee, who died many years ago; and Adele S. Lee, the widow of the said deceased brother, Robert Lee.

SIXTH: The said Daniel B. Schnepfe left surviving him the following: One of your

Petitioners, a brother, Louis H. Schnepfe, whose wife is Minnie Schnepfe; a sister, Elizabeth Johnson, whose husband is J. Oliver Johnson; the children of a deceased sister, Anna Schwing who died July 11, 1941, namely: Charles B. Armiger, whose wife is Evelyn Armiger, and Marguerite Croft, whose husband is Leon Croft; and Grace Schnepfe, the widow of Herman Schnepfe, a brother who died August 28, 1927.

SEVENTH: That the abovementioned Last Will and Testament of Daniel B. Schnepfe is ambiguous in that it is not possible to determine whether the said Nannie A. Schnepfe received a life estate thereunder or an absolute estate thereunder, and in order to make distribution in said estate and in order to determine the title to the abovementioned real estate, it will be necessary for the Court to construe the aforesaid Last Will and Testament of the said Daniel B. Schnepfe and determine and ascertain the devisees, legatees, and heirs, and the rights of the parties hereto thereunder.

TO THE END, THEREFORE:

(1) That the aforesaid Last Will and Testament of the said Daniel B. Schnepfe be construed to determine the rights of the parties hereto thereunder.

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

(3) May it please your Honors to grant unto your Petitioners the Writ of Subpoena directed to Marguerite Croft and Leon E. Croft, her husband, No. 2322 Lauretta Avenue, Baltimore 23, Maryland; Grace Schnepfe, No. 305 Pontiac Avenue, Baltimore 25, Maryland, and Adele S. Lee, No. 3725 Fifth Street, Baltimore 25, Maryland, commanding them, and each of them, to be and appear in this Court on some certain day to be named therein, and answer the premises and abide by such Decree as may be passed therein as prayed.

(4) And may it please your Honors to grant unto your Petitioners the Order of Publication, giving notice to the said Elizabeth Johnson and J. Oliver Johnson, her husband, and Charles B. Armiger and Evelyn Armiger, his wife, all of the State of Florida, and Allen Lee, of the State of New Jersey, all non-residents of this State, of the object and substance of this Bill, and warning them to appear in this Court, in person or by solicitor on or before a certain day, to be named therein, to show cause, if any they have, why a decree ought not to pass as prayed.

AND as in duty bound, etc.,

Louis H. Schnepfe- individually
Minnie Schnepfe-individually
Louis H. Schnepfe
Edna Parker
ADMINISTRATORS c.t.a. OF THE ESTATE
OF DANIEL B. SCHNEPFE, DECEASED,
PETITIONERS.

R. Tilghman Brice, III.
SOLICITOR.

STATE OF MARYLAND, CITY OF BALTO. to wit:

I HEREBY CERTIFY, That on this 2nd 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 aforesaid, personally appeared LOUIS H. SCHNEPFE and MINNIE SCHNEPFE, his wife, individually, and LOUIS H. SCHNEPFE, Administrator c.t.a. of the Estate of Daniel B. Schnepfe, deceased, Petitioners in the above entitled case, and they made oath in due

FORM OF LAW THAT THE MATTERS AND THINGS AS SET FORTH IN THE FOREGOING Petition for Declaratory Judgment are true and correct to the best of their knowledge and belief.

AS witness my hand and Notarial Seal.

(Notarial Seal) Cornelius L. Bents.

My Commission expires May 7, 1951. NOTARY PUBLIC

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

I HEREBY CERTIFY, That on this 2nd 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 County aforesaid, personally appeared EDNA PARKER, Administratrix c.t.a. of the estate of Daniel B. Schnepfe, deceased, Petitioner in the above entitled case, and she made oath in due form of law that the matters and things as set forth in the foregoing Petition for Declaratory Judgment are true and correct to the best of her knowledge and belief.

As witness my hand and Notarial seal.

(Notarial Seal) Cornelius L. Bents,

My Commission expires May 7, 1951. Notary Public

Filed Nov. 16" 1949.

"PETITIONERS' EXHIBIT NO. 1"

I, Daniel B. Schnepfe of Brooklyn, Anne Arundel Cd. Md. being in my sound mind do make this my will & testament this day April 23, 1937

I give, devise & bequeath all my cash & property & valuables of every description and my part & interest in the Estate of Augusta M. Schnepfe to my wife Nannie A. Schnepfe & Authorize the Trustee Louis H. Schnepfe to pay to my wife Nannie A. Schnepfe all sums which may be due me in my interest in said Estate during the term of her Natural life and no longer.

Witness Elijah Baker Daniel B. Schnepfe

Witness Nathaniel C. Grasty

Louis B. Schnepfe, et al., NO 9829 EQUITY

Plaintiffs

VS

ELIZABETH JOHNSON, et al.
Defendants.

Filed Nov. 15, 1949

Anne Arundel County, Ss:

On the Ninth day of March, 1949, came Louis H. Schnepfe and made Oath in due form of law that he does not know of any Will of Codicil of Daniel B. Schnepfe late of said County, deceased, other than the above instrument of writing and that he found the same in the home of Daniel B. Schnepfe. Testator departed this life on or about the 16 day of Dec. 1948.

SWORN to before the subscriber,

Test: R. G. Prout,

Register of Wills for Anne Arundel County

Anne Arundel County,Ss:

On the 8" day of March, 1949, came Elijah C. Baker and on March 9th came Nathaniel G.Grasty subscribing witnesses to the aforegoing last Will and Testament of Daniel B Schnepfe 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, menory and understanding; and they they subscribed their name as witnesses to this Will in his presence, at his request and in the presence of the Testator.

SWORN to the first in open Court, the second before the subscriber,

TEST: 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 Daniel B. Schnepfe, late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 15" day of March, 1949, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Daniel B. Schnepfe, deceased.

Owain E. Owens

Judges: Charles G. Hill

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 Daniel B.Schnepfe 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 7th day of November in the year of our Lord, nineteen hundred and fofty-nine.

R. Glenn Prout,

Register of Wills for Anne Arundel County.

Filed Nov. 16", 1949

"PETITIONERS' EXHIBIT NO. 2"

Louis H. Schnepfe, et al,
Plaintiff
vs
Elizabeth Johnson, et al.
Defendants

No. 9829 EQUITY

(STATE SEAL) 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 of Administration of all the goods,chattels credits and personal Estate of Daniel B. Schnepfe deceased, was on the 15th day of March in the year of our Lord one thousand nine hundred and forty-nine, granted and committed unto Louis Schnepfe and Edna Parker who were then and there appointed Administrators c.t.a. of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 7th day of November, in the year of our Lord nineteen hundred and forty-nine.

Test: __

R. Glenn Prout,

Register of Wills for Anne Arundel County.

Filed Nov. 16", 1949

LOUIS H. SCHNEPFE, et al,Plaintiffs
vs:
ELIZABETH JOHNSON, et al., Defendants

No. 9829 EQUITY

"PETITIONER'S EXHIBIT NO. 3".

DEED

This Deed, Made this 24th day of August in the year one thousand nine hundred and thirty-one, by and between, the Southern Holding Company, a body corporated, duly incorporated under the Laws of the State of Maryland, party of the first part, and Daniel B. Schnepee and Nanie A. Schnepee, his wife, of the City of Baltimore, in the State of Maryland, parties of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their Assigns and unto the survivor of them, his or her heirs and assigns, in fee simple.

ALL that lot of ground situate in Anne Arundel County, in the State of Maryland, and more particularly described and known as Lot No. One Hundred and Sixty-seven (167) in Section "B", as shown on the Plat of Brooklyn Heights, duly recorded among the Land Records of said County in Liber G. W. No. 1, folio 128.

Being one of the parcels of ground which was granted and conveyed by Thomas J.Daly to the grantor herein, by deed dated February 10th, 1921, and recorded among the Land Records of said County in Liber W.N.W. No. 83, folio 294.

Together with the buildings and improvements and the rights, alleys,ways, waters, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

To Have and To Hold the said lot of ground and premises unto and to the use of the said parties of the second part, as tenants by the entireties, their assigns and and unto the survivor of them, his or her heirs and assigns, in fee simple, forever, subject to whatever restrictions the property may be subject to.

And the said grantor hereby covenants that it has not done nor suffered to be done any act matter or thing whatsoever to encumber the property hereby granted, that it will warrant specially the property hereby granted and conveyed, and it will execute such further assurances of said land as may be requisite.

WITNESS the signatures of the said body corporate, by the hand of Franz Reinhardt, its President, and its Corporate seal hereto affixed.

Witness: Southern Holding Company,

Jno. G. Long By Franz Reinhardt.

(Corporate Seal) President.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 24th day of August in the year one thousand nine hundred amd thirty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Franz Reinhardt, the President of the said Southern Holding Company, the grantor herein, and he acknowledged the aforegoing Deed to be the act of the said body corporate.

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

William H. Schaefer,

(Notary Seal) Notary Public

Recorded 27 Aug. 1931, at 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the aforegoing deed was truly taken and copied from Liber F.S.R.

No. 86, folio 291; one of the Land Record Books for Anne Arundel County.

In Witness Whereof, I set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 8th day of November, A. D., 1949.

John H. Hopkins, 3rd, Clerk.

Filed Nov. 16", 1949

PETITIONER'S EXHIBIT NO. 4. DEED

Rev. Stamp $1.50

THIS DEED, made this 27th day of August, in the year Nineteen hundred and Twenty-five by and between Theodore R. Edgar and Ethel E. Edgar, his wife, of Anne Arundel County, State of Maryland, Grantors, and Daniel E. Schnepfe and Nannie A. Schnepfe, his wife, of said County and State, Grantees.

WITNESSETH: THAT in consideration of the sum of five dollars and other valuable considerations the receipt whereof is hereby acknowledged, the said Theodore R. Edgar and Ethel E. Edgar, his wife, do grant and convey unto the said Daniel B. Schnepfe and Nannie A.Schnepfe his wife, as tenants by the entireties, his, her or their heirs and assigns in fee simple,all those two lots of ground situated in Anne Arundel County, State of Maryland, and designated as Lots Nos. 168 and 169 in Section "B" as shown on the plat of Brooklyn Heights, recorded among the Plat Records of Anne Arundel County in Plat Book G. W · No. 1 folio 128, said lots having frontage on the north side of Doris Avenue of fifty feet with an even depth on Fourth Avenue of one hundred and twenty-five feet.

BEING the same lots of ground that were granted and conveyed by the Southern Holding Company to the said Grantors by deed dated December 29, 1924, recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 83,folio 295.

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

TO HAVE AND TO HOLD The above described property unto and to the use of the said Daniel B. Schnepfe and Nannie A. Schnepfe, his wife, as tenants by the entireties, his,her or their heirs and assigns in fee simple.

AND the said Grantors covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of the same as may be requisite.

AS WITNESS the hands and seals of said grantors.

Witness: Theodore R. Edgar (SEAL)

Camille F. Blakeney Ethel E. Edgar (SEAL)

STATE OF MARYLAND, Baltimore City, TO WIT:

I hereby certify, That on this 27th day of August, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Theodore R. Edgar and Ethel E. Edgar, his wife, the Grantors named in the aforegoing Deed and they acknowledged the same to be their act.

AS WITNESS my hand and Notarial Seal.

Camille F. Blakeney,

(Notary Public) Notary Public.

Recorded August 29th, 1925 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

J.H.H. No. 68 Equity

I hereby certify, that the aforegoing DEED was truly taken and copied from Liber W.M.B. No. 14, folio 144, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this 8th day of November, A. D., 1949.

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

Filed Nov. 16", 1949

(Copy)

PETITIONER'S EXHIBIT NO. 5.

LAST WILL AND TESTAMENT OF AUGUSTA SCHNEPFE.

I, Augusta M. Schnepfe, of Brooklyn, Anne Arundel County, in the State of Maryland,do make this my last will and testament in manner following, that is to say:

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

I give, devise and bequeath all my property real and personal, of every kind and wheresoever situated, unto my two sons Louis H. Schnepfe and Herman C. C. Schnepfe, in trust,nevertheless, to hold, manage, and control said property and estate, collect all rents and profits, pay all necessary and proper charges incidental to such proper management and control, and to pay the total net income therefrom to my husband, Bernard Schnepfe, for and during the term of his natural life and no longer. At the death of my said husband Bernard Schnepfe, I hereby authorize and direct said Trustees Louis H. Schnepfe and Herman C. C. Schnepfe to convert my whole property and estate into cash by selling so much thereof as is not already cash (said sale to be either public or private as in their discretion they shall deem best, and within one year from the death of my said husband) and to divide said property and estate into five equal portions, which shall be disposed of as follows:

(a) One fifth equal portion thereof shall be paid over by my said Trustees to my said son Louis H. Schnepfe, absolutely, freed from said trust.

(b) One fifth equal portion thereof,shall be paid over by my said Trustees to my son Herman C. C. Schnepfe, absolutely, freed from said trust.

(c) One fifth equal portion thereof shall be paid over by my said trustees to my daughter Annie M. Schwing, wife of Louis Schwing, absolutely, freed from said trust.

(d) One fifth equal portion thereof shall be held by my said trustees, upon the following trusts, that is to say, they shall hold, manage, control, invest and re-invest the same to the best possible advantage, and pay the net income therefrom to my son Daniel B. Schnepfe for and during his natural life and no longer. At his death, or at the death of my said husband, in the event that he shall outlive my said son Daniel B. Schnepfe, they shall pay over to his widow, if she be living at that time, one third of said one fifth share, absolutely, freed from said trust. The other two thirds of said one fifth share (and in the event that he leave no widow surviving him, all of the same) shall be held in the same manner by said Trustees until the youngest of his children, if he leave any surviving him, shall become of age, when it shall be paid over to said child or children in proper proportion, absolutely, freed from said trust, and if he leave no children surviving him, to pay the same in equal shares to any of my grandchildren who may be living at the time of the death of my said son Daniel B. Schnepfe.

(e) One fifth equal portion thereof shall be held by my said Trustees upon the following trusts, thatis to say, they shall hold, manage, control,invest and re-invest the same to

thebest possible advantage, and pay the net income therefrom to my daughter Elizabeth Johnson, wife of J. Oliver Johnson for and during the term of her natural life, and no longer, and from and after her death,in trust, in the same manner, for her children, Edna Viola Johnson and Mabel Estelle Johnson, and any others who may be born hereafter, until the younger of them becomes of age, at which time said Trustees shall pay to them in proper proportions,said one fifth share, absolutely, freed from said trust.

I hereby authorize my said Trustees hereinbefore named, if in their discretion they deem it to the best advantage of said estate, to sell at a_y time, any part or all of the property thereof, either at public or private sale, and hold the proceeds therefrom subject to all the temms and conditions herein mentioned.

I hereby appoint my said sons Louis H. Schnepfe and Herman C. C. Schnepfe, executors of this my last will and testament, hereby revoking all other wills and testaments by me heretofore made.

AS WITNESS my hand and seal this second day of November, in the year nineteen hundred and twelve.

(Signed) Augusta M. Schnepfe, (seal)

Signed, sealed, published and declared by the above named testatrix Augusta M. Schnepfe, as and for her last will and testament ,in our presence, who at her request and in her presence and in the presence of each other, have hereunto affix our names as witnesses,

(signed) John H. Geis, Brooklyn, Md.

(signed) Charles R. Woods,
950 Equitable Building,
Baltimore, Md.

Filed November 15, 1949

EXHIBIT NO. 6

MEMORANDUM AND AGREEMENT AMONG HEIRS OF AUGUSTA A. SCHNEPFE.

THIS MENORANDUM AND AGREEMENT, , made this 30th day of January, in the year nineteen hundred and twenty-three, by Louis H. Schnepfe, individually, and as Trustees as hereinafter set forth, and Minnie Schnepfe, his wife, Herman C. C. Schnepfe, individually, and as Trustee as hereinafter set forth, and Grace I.Schnepfe, his wife, Annie M. Schwing, and Louis Schwing, her husband, Daniel B. Schnepfe and Nannie Schnepfe, his wife, and Elizabeth Johnson, all of Baltimore City and State of Maryland.

WHEREAS, Augusta M. Schnepfe, late of Baltimore City, Maryland, left a last will and testament, which is of record in the office of the Register of Wills of Anne Arundel County, by which said last will she left all of her property, real and personal, unto her two sons, said Louis H. Schnepfe and said Herman C. C. Schnepfe, in trust, to hold, manage and control said property and estate, collect all rents and income from the same, pay all necessary and proper charges and to pay the net income therefrom to Bernard Schnepfe, husband of said Testatrix, for and during the term of his natural life, and at the death of said Life Tenant, to convert said whole property into cash by selling so much of the ssme as might not be in cash at the time, within one year from the death of said Bernard Schnepfe, Life Tenand to divide the whole of said estate into five equal parts and dispose of same as follows, that is to say:

(a) Pay one-fifth to said Louis H. Schnepfe, absolutely, freed from said trust.

(b) Pay one-fifth to said Herman C. C. Schnepfe, absolutely, freed from said trust.

(c) Pay one-fifth to said Annie M. Schwing, absolutely,freed from said trust.

(d) Pay one-fifth to said two Trustees to hold, manage, control, etc.,and pay net proceeds to said Daniel B. Schnepfe, for the term of his natural life with remainder as provided in paragraph "d" of said will.

(c) Pay one-fifth to said two Trustees to hold, manage, control, etc., and pay net proceeds to said Elizabeth Johnson, for the term of her natural life with remainder as provided in paragraph "E" of said will.

AND WHEREAS, said Bernard Schnepfe, husband of said Testatrix and Life Tenant under her said will, departed this life more than a year prior to the date hereof.

AND WHEREAS, all of the adults in any way interested in said estate desired, and do desire, that the property be held together and not sold, believing that the property would appreciate in value, and therefore said Trustees did not sell same.

AND WHEREAS, the estate of said Testatrix consists of the following:

First.-All the real estate and property which by deed dated October 1st, 1884, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 24, folio 456, &c., was granted to said Augusta Schnepfe, by Conrad Stoll.

Second:-Cash as shown by the Final Administration Account of the personal estate of said Augusta Schnepfe(Less the sum of $98.37 - valuation placed upon certain furniture which has no practical value now) amounting to - $1350.00

which by the provisions of said will is to be distributed,

as follows, that is to say:

1/5 or $270.00 to be paid to said Louis H. Schnepfe, absolutely.

1/5 or $270.00 to be paid to said Herman C. C. Schnepfe, absolutely,

1/5 or $270.00 to be paid to said Annie M. Schwing absolutely.

1/5 or $270.00 to be paid to said Louis H. Schnepfe and Herman C. C. Schnepfe, Trustees under section "d" of said will.

1/5 or $270.00 to be paid to said Louis H. Schnepfe and Herman C. C. Schnepfe, Trustees under section "e" of said will.

AND WHEREAS, it is the wish of all adult parties in any way interested in said estate, that said real estate be kept together as a whole until such time as a sale of same may be necessary, and that said Louis H. Schnepfe and Herman C. C. Schnepfe, individually as to the three-fifths parts not in the trust, and as Trustees of the two-fifths parts covered by said trust, shall control, manage and preserve said property for the benefit of all under said will until such sale.

NOW THEREFORE, THIS MEMORANDUM AND AGREEMENT WITNESSETH, that all of the parties hereto agree as follows:

That said real estate above mentioned shall be kept together as a whole until a sale of the same may be necessary, and that it shall be managed, controlled and preserved by said Louis H. Schnepfe and Herman C. C. Schnepfe, individually as to the three-fifths undivided parts which are free from the said trust, and as Trustees for the two-fifths undivided parts which they hold as Trustees under said trust, so acting they shall collect all rents, income and revenues from the said property, and after paying all taxes, expenses for needed repairs, and other necessary expenses, including the usual commissions, out of said income, they shall divide and distribute said net income semi-annually to the parties entitled thereto, in the proper proportions as provided by said will.

AS WITNESS our hands and seals.

Witness:

Maurice Hejnal

Louis H. Schnepfe (SEAL)
INDIVIDUALLY AND AS TRUSTEE.

Louis H. Schnepfe	Minnie Schnepfe (SEAL)
Maurice Hejnal	Herman C. C. Schnepfe (SEAL) Individually and as Trustee.
H. C. C. Schnepfe	Grace I. Schnepfe (SEAL)
Grace I. Schnepfe	Annie M.Schwing (SEAL)

(Four signatures on fourth page)

H. C. C. Schnepfe	Louis M. Schwing (SEAL)
Louis H. Schnepfe	Daniel B. Schnepfe (SEAL)
H. C. C. Schnepfe	Nannie A. Schnepfe (SEAL)
Edna Johnson	Elizabeth Johnson (SEAL)

Filed November 15, 1949.

ORDER OF PUBLICATION

The object of this suit is to procure a Decree construing the Last Will and Testament of Daniel B. Schnepfe and to determine the rights of the parties hereto thereunder. The Bill states that Daniel B. Schnepfe departed this life at Brooklyn, Anne Arundel County, Maryland, on the 16th day of December, 1948, leaving a Last Will and Testament in these words: _I give, devise and bequeath all my cash and property and valuables of every description and my part and interest in the estate of Augusta M. Schnepfe, to my wife, Nannie A. Schnepfe, and authorize the Trustee, Louis H. Schnepfe, to pay to my wife, Nannie A.Schnepfe, all sums which may be due me in my inter/est in said estate during the term of her natural life, and no longer."

That Letters of Administration c.t.a. have been granted to Louis H. Schnepfe and Edna Parker.

That at the time of the death of the said Daniel B. Schnepfe, he owned Lots Nos. 167, 168, and 169 in Section "B" as shown on the plat of "Brooklyn Heights", Fifth Election District of Anne Arundel County, Maryland, together with the improvements thereon, having been appraised at $2,500.00; and that the gross personal estate of the said Daniel B. Schnepfe amounts to approximately $4,500.00.

That Nannie A. Schnepfe, the wife of Daniel B. Schnepfe predeceased him, leaving surviving her, Daniel B. Schnepfe, her husband; Allen Lee, the son of a brother, Robert Lee; and Adele S. Lee, the widow of said deceased brother Robert Lee.

That Daniel B. Schnepfe left surviving him a brother, Louis H. Schnepfe, whose wife is Minnie Schnepfe; a sister Elizabeth Johnson, whose husband is J. Oliver Johnson; the children of a deceased sister, Anna Schwing who died July 11, 1941, namely: Charles B. Armiger, whose wife, is Evelyn Armiger; and Marguerite Croft, whose husband is Leon Croft; and Grace Schnepfe, the widow of Herman Schnepfe, a deceased brother.

That the abovementioned Last Will and Testament of Daniel B. Schnepfe is ambiguous and in order to make distribution in said estate and determine the title to the abovementioned real estate, it will be necessary for the Court to construe the aforesaid Last Will and Testament of the said Daniel B. Schnepfe and determine and ascertain the devisees, legatees, and heirs, and the rights of the parties hereto thereunder.

That Elizabeth Johnson and J. Oliver Johnson, her husband, Charles B. Armiger and Evelyn Armiger, his wife, and Allen Lee are all non-residents of the State of Maryland.

It is thereupon, this 16th day of November, 1949, ORDERED by the Circuit Court for Anne

Arundel County, in Equity, that the Plaintiffs by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 23rd day of December, 1949, giving notice to the said non-resident Defendants of the object and substance of this Bill, warning them to be and appear in this Court in person or by solicitor on or before the 7th day of January, 1950, to show cause, if any they have, why a Decree ought not be passed as prayed.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk. d-14

11/16/49 Copy of the within Order of Publication Received.

Md. Gazette, Per Bernard Heinz.

Filed Nov. 16", 1949.

CERTIFICATE OF PUBLICATION

Annapolis, Md.,December 16, 1949

We hereby certify, that the annexed Order of Publication #9829 Louis H. Schnepfe- 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 23rd day of December, 1949. The first insertion being made the 14th day of November, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 7562. By R. L. Brown.

Filed March 9, 1950

PETITION FOR DECREE PRO CONFESSO.

The Petition of Louis H. Schnepfe, by R. Tilghman Brice, III, his solicitor, respectfully shows:

FIRST: That the residents in this cause have been duly summoned to appear in the above entitled case, but have failed to appear either by person or by solicitor, and have failed to file an answer to the Bill of Complaint heretofore filed in this case.

SECOND: That the Order of Publication heretofore issued in this Court in this case has been duly published in Anne Arundel County as prescribed in said Order and the non-resident Defendants have failed to appear either in person or by solicitor, and have failed to file an answer to the Bill of Complaint heretofore filed in this case,

THEREFORE, your Petitioner prays this Honorable Court that a Decree Pro Confesso be taken against the said resident and non-resident Defendants.

AND as in duty bound, etc.,

R. Tilghman Brice, III, Solicitor for

Louis H. Schnepfe.

Filed March 9", 1950.

O R D E R

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 10th day of March, 1950, upon the foregoing Petition, that the said Bill of Complaint be and the same is hereby taken Pro Confesso against the said resident and non-resident Defendants, to wit: Elizabeth Johnson, J. Oliver Johnson, Charles B. Armiger, Evelyn Armiger, Marguerite Croft, Leon E.Croft, Grace Schnepfe /Adele S. Lee, and Allen Lee; and IT IS FURTHER ORDERED AND DECREED that this case be set for hearing before this Court on the 13th day of April, 1950.

Benjamin Michaelson, J U D G E.

Filed March 10", 1950.

D E C R E E

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

It is, thereupon, this 8th day of June, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

(1) That, by the true construction and meaning of the last will and testament of Daniel B. Schnepfe, late of said Anne Arundel County, deceased, dated April 23, 1937,and duly admitted to probate by the Orphans' Court of said Anne Arundel County on March 15, 1949, he, the said Daniel, must be considered, and he is hereby declared, to have died intestate of all the property, real and personal, of which he died seized and possessed, and that, upon his death, said property passed to his heirs-at-law and next-of-kin as in cases of intestacy.

(2) That the said Daniel B. Schnepfe left as his heirs-at-law and next-of-kin, Louis H. Schnepfe, a brother, Elizabeth Johnson, a sister, and Charles B. Armiger and Marguerite Croft, children of Anna Schwing, a deceased sister.

(3) That the costs of this case be paid out of any funds belonging to said Daniel's estate.

James Clark, Judge.

Filed June 8", 1950

O P I N I O N .

Daniel B. Schnepfe. late of Anne Arundel County deceased, departed this life December 16, 1948, seized of real estate worth about three thousand dollars ($3000), and possessed of personal of the value of some three thousand ($3000) to thirty-five hundred dollars ($3500). He left a last will and testament dated April 23, 1937, whereby he disposed, or attempted to dispose, of his estate in these words:

> "I give, devise & bequeth all my cash & property & valuables of every description and my part & Interest in the Estate of Augusta M.Schnepfe to my wife Nannie A. Schnepfe & Authorize the Trustee Louis H.Schnepfe to pay to my wife Nannie A. Schnepfe all sums which may be due me in my Interest in said Estate during the term of her Natural life and no longer."

Nannie A. Schnepfe, the testator's wife named in said will, predeceased him,having departed this life August 22, 1948. The testator left no children or descendants. The real estate of which he died seized was property which he and the said Nannie A.Schnepfe had held as tenants by the entireties, having acquired a part thereof in 1925 and the balance in 1931. The record is silent as to where or how he got the personalty of which he died possessed. Augusta M. Schnepfe, whose estate is mentioned by the said Daniel in his will, was his mother. She died in 1917, leaving a husband and five children, her surviving, and a will whereby she gave, devised and bequeathed her entire estate to trustees to hold for the husband's benefit for life, and ,upon his death, to divide it into five equal portions. She, then, directed her said trustees to pay over three of said portions to three of her children absolutely "freed from said trust"; but, as to the portion intended for said Daniel's benefit, provided as follows:

"One fifth equal portion thereof shall be held by my said trustees, upon the following trusts, that is to say, they shall hold, manage, control, invest and reinvest the same to the best possible advantage, and pay the net income therefrom to my son Daniel B. Schnepfe for and during his natural life and no longer. At his death, or at the death of my said husband, in the event that he shall outlive my said son Daniel B. Schnepfe, they shall pay over to his widow, if she be living at that time, one third of said one fifth share, absolutely, freed from said trust. The other two thirds of said one fifth share (and in the event that he leave no widow surviving him, all of the same) shall be held in the same manner by said Trustees until the youngest of his children, if he leave any surviving him, shall become of age, when it shall be paid over to said child or children in proper proportion, absolutely, freed from said trust, and if he leave no children surviving him, to pay the same in equal shares to any of my grand-children who may be living at the time of the death of my said son Daniel B. Schnepfe."

The trustees were, then, directed to hold the fifth portion for the benefit of the fifth child for life with remainder to her children and so forth and so forth. This estate was not large. It consisted only of about thirteen hundred fifty dollars ($1350) in cash and eight houses in Brooklyn.

The question before me is the proper construction of the said Daniel's will. If the phrase "during the term of her natural life & no longer" was intended to apply to the "cash & property & valuables" of which he died seized and possessed, as well as to the interest he apparantly thought he had in his mother's estate, then, he failed to dispose of the remainder therein and died intestate of said "cash & property & valuables", and the same passed, upon his death, to his heirs-at-law or next-of-kin, as in cases of intestacy. If, on the other hand, said phrase was intended to apply only to the interest, he, apparently, thought he had in his mother's estate, and not to said "cash & property & valuables", then Mrs. Schnepfe, had she survived the testator, would have taken an absolute estate in said "cash & property & valuables", and the same would, in view of her having predeceased the testator, passed to those persons who were her heirs-at-law or next-of-kin at said Daniel's death. (Code, Article 93, section 340; Redwood vs Howison, 129 Maryland 593). To put the situation a little more bluntly, the question before me is whether Mr. Schnepfe's estate goes to his heirs-at-law and next of-kin, or to his deceased wife's heirs-at-law and next-of-kin.

In the construction of wills, the intention of the testator, as gathered from the four corners of the instrument, and the circumstances surrounding him at the date of its execution, is the most important consideration. The real estate of which this testator died seized was real estate which he and his wife, at the time he made said will, owned as tenants by the entireties. If his wife had survived him, it would have passed to her absolutely in virtue of the deeds under which they held. He could not devise it to anyone unless he survived her. A man would certainly never attempt to devise property to his wife for life when he knew, or ought to have known, that he would have no interest which he could devise until that wife's death; and, by the same token, he would hardly attempt to give her the fee simple interest therein when his title thereto was dependent upon his survivorship of her. I hold that, not-

WITHSTANDING THE PROVISIONS OF Section 351 of Article 93 of the Code, this testator never intended by his said will to devise to his wife, either for life or in fee, the property which he and his said wife held as tenants by the entireties, and that independent of all other considerations, he died intestate thereof. (Bourke vs. Boone,94 Maryland 472; Rizer vs Perry, 58 Maryland 112).

As I read the will of Augusta M. Schnepfe, the testator's mother, he took nothing but a life estate in the trust fund created thereby for his benefit. He, accordingly,on the face of the record, had no interest in that estate which he could dispose of by will, except possibly a little income which the trustee had accumulated and not distributed. I understand from the testimony, however, that sometime after the death of Bernard Schnepfe, said Daniel's father, a plan was worked out whereunder all the property belonging to said Augusta's estate was sold and "Daniel's share paid over to him", and that, when that was done, said "Augusta's estate was settled satisfactorily to all concerned". It may so happen that when said Daniel made his will, he had this settlement in mind,and that it was the money he expected to get out of this settlement which he attempted to dispose of. In no other way can I reconcile his reference to his share in his mother's estate.

Now, to come back to said Daniel's will, it may be noticed that, with the exception of the formal heading, it contains nothing but the single paragraph heretofore quoted. I can see nothing therein which would justify me in saying that he intended thereby to make a distinction between the way he intended Mrs. Schnepfe to hold "all my cash & Property & valuables", and the way he intended her to hold "my part & interest in the estate of Augusta M. Schnepfe". All those items were mentioned and enumerated in the disposition "to my wife Nannie A. Schnepfe", and I think the phrase "during her natural life and no longer" applies to each and every thereof, and the fact that he sandwiched in a direction to the trustee under said Augusta's will, to pay over to her "all sums which may be due in my interest in said estate",does not change the situation. If he had anything coming to him out of his mother's estate in the shape of a cash settlement (which he apparently got at some time), I can see why he might have felt that an authorization to the trustee to pay it over to his wife was necessary, but that would not indicate that he intended the phrase "during her natural life & no longer" to apply to that interest and to nothing else.

Then, there is another principle which I think might be invoked in this case,namely, the principle that the heirs-at-law and next-of-kin are not to be disinherited, except by express words in the will, or by necessary implication arising from them. (Payne vs Payne, 136 Maryland 551; Adams vs. Safe Deposit and Trust Company, 178 Maryland 360). A man's own heirs (not his wife's) are ordinarily the natural objects of his bounty. If the will in question can be construed so as to give his property to the former rather than to the latter, that result should be considered, and, while not controlling, has some weight. (Adams vs . Safe Deposit and Trust Company, supra). But, regardless of that, I think the plain language of said Daniel's will requires me to hold that he intended Mrs. Schnepfe to take nothing but a life estate in any property passing thereunder; and, as he did not attempt to dispose of the remainder,must be considered as having died intestate thereof, so that all the property of which he died seized and possessed passed to his heirs-at-law and next-of-kin as in cases of intestacy.

The petitioners, in the sixth paragraph of their petition, seem to suggest that Grace

Schnepfe, the widow of Herman C. C. Schnepfe, was to be regarded as one of the heirs-at-law and next-of-kin of said Daniel. That is not correct. A widow of a deceased brother does not inherit. Daniel's estate will go, one-third to Louis H.Schnepfe, his brother, one-third to Elizabeth Johnson, his sister, and the remaining third to Charles B. Armiger and Marguerite Croft, children of Anna Schwing, a deceased sister (Code, Article 93, sections 136 and 137).

James Clark,

8 June, 1950. Judge.

JHON W. WEATHALL, Executor of the Estate of RAYMOND E. BARRETT, deceased, Plantiff,

v.

GEORGE T. DAY, Guardian of RAYMOND E. BARRETT, JR., a minor, and RAYMOND E. BARRETT, JR., A Minor.

Defendants.

No. 9553 Equity

PETITION FOR THE SALE OF REAL ESTATE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John W. Wrathall, Executor, respectfully shows unto the Court:

I. That your petitioner, John W. Wrathall, a resident of Montgomery County,Maryland, was named Executor under the last will and testament of Raymond E. Barrett, deceased, as shown by a certified copy of the will of the said, Raymond E. Barrett, which is filed herewith and marked Plaintiff's Exhibit Number One.

2. That the said John W. Wrathall has duly qualified as Executor of said Estate in the Orphans Court for Montgomery County, Maryland, as is shown by a certified copy of his letters testamentary filed herewith and marked Plaintiff's Exhibit Number Two.

3. That the defendant, George T. Day, is a resident of Montgomery County, Maryland and was appointed guardian of the property of the defendant, Raymond E. Barrett, Jr., by the Orphans Court for Montgomery and that a certified copy of his letters of guardianship are filed herewitn marked Plaintiff's Exhibit Number Three.

4. That the defendant, Raymond E. Barrett, Jr., is a resident of Montgomery County, Maryland, and is a minor of the age of fifteen years.

5. That the administration of the estate of the said, Raymond E. Barrett, deceased, is now in process of settlement in the Orphans Court for Montgomery County, Maryland and that three accounts have been filed and approved by the Orphans Court for Montgomery County to this date by your petitioner, as Executor, of said estate, and that a certified copy of the second and third accounts so filed and so approved by the said Orphans Court of Montgomery County are filed herewith and marked Plaintiff's Exhibits Number Four and Five respectively.

6. That at the time said account Number Two was filed all of the debts and legacies of said estate had been paid, as well as most of the taxes and administration costs as is set forth in said account Number Two.

7. That subsequent to the filing of Account Number Two the United States Collector of Internal Revenue refused to accept the appraisal of the real estate of decedent made by the duly appointed appraisers of the Orphans Court for Montgomery County, Maryland and shown in Petitioner's Estate Tax Return to said Collector of Internal Revenue and for this and other reasons increased the valuation thereof. That on such increased appraisal the said estate

BECAME TAXABLE AND HAS BEEN ASSESSED WITH A United States Estate Tax of $3362.69, plus interest in the amount of $462.81 as of September 22, 1948, the imposition of which tax was not anticipated by your petitioner. That a letter from the Treasury Department of the United States, dated September 17th, 1948 and evidencing the imposition of this tax is attached hereto and marked Plaintiff's Exhibit Number Six.

8. That in addition to said United States Estate Tax the estate of said decedent is indebted to the Orphans Court for Montgomery County for court costs arising in the administration of said estate in the estimated amount of $120.00; for court costs in the Circuit Court for Montgomery County in case number 11270 Equity, the same being a case brought by the decedent in his lifetime, in the amount of $17.10; to the State of Maryland for the 1% inheritance tax on the real property devised to the said Raymond E. Barrett, Jr., son of the decedent, in the amount of $410.83; to the state of Maryland for the 1% inheritance tax on furniture, which the said Raymond E. Barrett, Jr., has received as the residuary legatee under the will of the deceased in the amount of $14.26, that the total of said indebtedness amounts to $4384.29.

9. That the said Raymond E. Barrett left several pieces of land, situate in Montgomery County, Maryland and one piece of land which is situate in Anne Arundel County, Maryland and which is particularly described as follows:

Lot numbered one (1) in square numbered three (3) with improvements thereon at Edgewater Beach. That this piece of property was appraised as being of the value of $2500.00 by the appraisers of the Orphans Court for Montgomery County, Maryland and is a summer cottage and the least profitable property from the rental standpoint left by the decedent, certified copy of said Deed being filed herewith and marked "Plaintiff's Exhibit Six A".

10. That your petitioner has entered into a contract with Jaroslou Friedrich and Rose Friedrich, his wife, for the sale of this property and certain furniture appraised at $340.00 for the sales price of $6,410.00 and that the original copy of said contract is attached hereto and marked Plaintiff's Exhibit Numbered Seven.

11. That said property situate in Anne Arundel County has been appraised bu Patrick J. White and Joseph M. Armstrong, experienced appraisers of Annapolis , Maryland, and that a copy of their said appraisal is hereto attached as Plaintiff's Exhibit Number Eight.

12. That it is necessary that a sale be made of some of the real property of the decedent for the payment of said indebtedness, of which the major portion bears interest at the rate of six percent per annum, and that it is to the best interest of the infant child, Raymond E. Barrett, Jr., that the particular property above described be sold because said taxes are a lien against all of the real estate of the decedent and the particular property contracted to be sold to the said Friedricks is the least desirable property left by the decedent, all of which said real property is now vested in the said infant, Raymond E.Barrett, Jr., as the sole surviving heir at law of his said father.

WHEREFORE YOUR PETITIONER PRAYS:

I. That a Guardian Ad Litem be appointed by this Honorable Court to represent the infant defendant, Raymond E. Barrett, Jr.,

2. That it be decreed that John W. Wrathall, Executor of the estate of Raymond E. Barrett, deceased, be authorized to sell at private sale the said lot numbered one (1) in square number three (3) in the subdivision of land called Edgewater Beach in Anne Arundel

County, Maryland upon the terms of the contract filed herein as Plaintiff's Exhibit Number Seven, and that he execute a deed in proper form to the purchasers named in said contract of sale upon receipt by him of the entire sales price less the deposit set forth therein as having been paid by said purchasers.

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

May it please your Honors to grant unto your petitioner the writ of subpoena directed to the said George T. Day, Guardian, and Raymond E. Barrett, Jr., to be personally served upon said defendants commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed herein.

John W. Wrathall, Executor

Plaintiff.

Robert S. Bains

R. Tilghman Brice, III.

Solicitors for the Plaintiff

STATE OF MARYLAND, MONTGOMERY COUNTY, to wit:

I hereby certify that on this 13th day of October, 1948. before me, the subscriber, a notary public of the state of Maryland, in and for Montgomery County, personally appeared John W. Wrathall, the plaintiff above named and made oath in due form of law that the matters and facts in the aforegoing petition set forth are true to the best of his knowledge and belief.

Betty T. Butts,

(Notarial Seal) Notary Public

Filed October 21", 1948.

PLAINTIFF'S EXHIBIT No. 1- WILL.

WILL

Will of Raymond E. Barrett : $500. - each to

Leave business to : ARTHUR BICROFT

: CECIL WEAKLEY

JOHN W. WRATHALL : HARVEY WOODWARD

For 10 years : out of estate.

Subject to following payments:

To pay Mrs. Crismond $100.00 per mo.

" Isabel " ~~$100.00~~ 115.00 per mo.

" Note $14,000 - ~~150.00~~ 75.00 per mo.

To collect rents from properties & apply to upkeep.

Mary B. Barrett ~~100.00~~ per month for life.

Raymond E Barrett Estate

$800.00

Bal. of money to be held in trust for Raymond E. Barrett,Jr., who is now 11 yrs. old until he is 21 years old.

To Mary H. Listul 635 Miss. Ave., devise to above ~~clear~~

$5000. - to above to pay mgt.

To Katie Thompson 1000.-

" John Barrett 1000.-

" Harry Barrett 1000.-

John W. Wrathall to be executor & trustee

Insurance money -.

Examiner's Exhibit A

$150.00 per to go to Skippy in care of John as Guardian.

Mch. 6, 1945

I hereby authorize Robert S. Bains Atty to carry out the above by the preparation of this necessary papers.

Witness: R. E. Barrett

Robert S. Bains

Lucile L. Smith

STATE OF MARYLAND MONTGOMERY COUNTY, Ss.

On the 13 day of March 1945, came Robert S. Bains and made oath in due form of law that he does not know of any Will or Codicil of Raymond E. Barrett late of said County, deceased, other than the above instrument of writing and that he received the same from Raymond E. Barrett on or about the 6th day of March, 1945.

Date of Death March 6, 1945

Sworn to before the Subscriber

TEST: - O. W. Roby,

Register of Wills for Montgomery County.

STATE OF MARYLAND, MONTGOMERY COUNTY, SCT:

BE IT REMEMBERED, and it is hereby certified on this 13th day of March in the year of our Lord, nineteen hundred and forty-five before the subscriber, Register of Wills for Montgomery County, personally appeared Robert S. Bains and Lucile L. Smith subscribing witnesses to the last Will and Testament of Raymond E. Barrett, late of Montgomery County, deceased, and in the presence of Almighty God, solemnly and truly declared that they were present and did see the person therein named, 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 respectively subscribe their names as witnesses to this will in the presence of the deceased at his request, and all in the presence of each other.

TEST: O. W. Roby,

Register of Wills for Montgomery County.

IN THE ORPHANS COURT FOR MONTGOMERY COUNTY:

The Court after having carefully examined the above last Will and Testament of Raymond E. Barrett, late of Montgomery County, deceased, and also the evidence adduced as to the evidence adduced as to its validity, Orders and Decrees this 13th day of March, A.D. 1945 that the same be admitted to probate in this Court as the true and genuine last Will and Testament of the said Raymond E. Barrett deceased.

Carey E. Quinn

Lewis F. Hobbs

Eugene E. Ruppert

M.C.5 Judges of the Orphans' Court

STATE OF MARYLAND, MONTGOMERY COUNTY, SCT:

I, Walter C. Clarke, Register of Wills for Montgomery County, aforesaid, do hereby certify that the aforegoing is a true copy of letters Testamentary, last Will and Testament of Raymond E. Barrett, late of said County, deceased, and of the affidavits and Order of Probate attached thereto, on file, and recorded in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the ORPHANS' COURT of said County, this 29th day of September, A. D., 1948.

(COURT SEAL)

WALTER C. CLARKE,
Register of Wills for Montgomery County.

PLAINTIFF'S EXHIBIT NO. 2

STATE OF MARYLAND, MONTGOMERY COUNTY, SC.:

THE SUBSCRIBER, Register of Wills for Montgomery County, doth hereby certify that it appears by the Records of his office, that LETTERS TESTAMENTARY, of all the goods, chattels, credits and personal estate of Raymond E. Barrett, deceased, was on the 13th day of March in the year of our Lord one thousand nine hundred and forty five granted and committed unto John W. Wrathall,(He having filed his bond approved by the Court) the Executor by the last Will and Testament of the said deceased appointed, and that said Letters are in Full Force and Effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 29th day of September in the year of our Lord nineteen hundred and forty eight.

TEST:

(Court Seal)

Walter C. Clarke,
Register of Wills for Montgomery County.

PLAINTIFF'S EXHIBIT No. 3. GUARDIAN CERTIFICATE

STATE OF MARYLAND, MONTGOMERY COUNTY, TO WIT:

I, Walter C. Clarke, Register of Wills of the aforesaid County and State, do hereby certify and attest that on the 3rd day of February, A. D., 1948, George T. Day was by the Orphans' Court of the aforesaid County, appointed Guardian to Raymond E. Barrett, Jr., infant child of Raymond E. Barrett, late of Montgomery County, deceased, George T. Day, having given Bond in the penalty of the sum of $5,000.00, with The Travelers Indemnity Co. as sureties ,approved by the aforesaid Orphans' Court of Montgomery County for the faithful performance of his duty as Guardian to said infant.

In testimony whereof, I hereunto set my name and affix the seal of the Orphans' Court aforesaid, this 29th day of September, A. D., 1948.

(Court Seal)

Walter C. Clarke
Register of Wills for Montgomery County, Md.

PLAINTIFF'S EXHIBIT NO. 4.

IN THE ORPHANS' COUNT OF MONTGOMERY COUNTY, MARYLAND

In re: :

ESTATE OF RAYMOND E. BARRETT, : Case No. 5412

Deceased, :

SECOND ACCOUNT OF JOHN W. WRATHALL, EXECUTOR

This accountant charges himself with the balance of the estate in his hands, as by his first account of March 12, 1947.

Personal Estate $13,499.85

And with the following amounts received since the passage of the said first account:

1. Interest on Washington Railway and Electric stock, from March 11, 1947, $6.87 .....$ 6.87

2. Sale by order of this court of 125 shares of suburban National Bank stock .

Appraised value	$2500.00		
Sale price	2875.00	375.00	
3. Sale by order of this Court, 1931 Ford Truck			
Appraised value	50.00		
Sale price	100 .00	50.00	
4. Sale by order of this Court, Boat at Edgewater Beach			
Appraised value	$300.00		
Sale price	300.00		
Total		$431.87	431.87
Total Estate Accounted for			$13,931.72

And he craves allowance for the following payments and disbursements:

1. Payments on mortgage on premises 635 Mississippi Avenue, Sliver Spring, per order of this Court:		
13 months @ $40.05		$520.65
2. Expenses for maintenance and storage of Boat at Edgewater Beach	65.25	
Total Disbursements	$585.90	585.90
Total net of personal estate		$13,345.82
Value of estate reported in Additional Inventory filed April 21, 1948		5,333.34
Total value of Personalty		$18,679.82
State Tax on Commission collected 4/21/48	$ .86	

Page 2.

And he craves allowance for distribution to the named beneficiaries in the said last Will and Testament.

1. Arthur Becraft		$ 500.00
2. Cecil Weakley		500.00
3. Harry Woodward		500.00
4. Katie Thompson		1000.00
5. John Barrett		1000.00
6. Harry Barrett		1000.00
7. Mary Listul		5000.00
Less advances		921.15
Less inheritance tax on real estate		33.51
		$ 3670.34
8. John W. Wrathall "Gasoline Service Station Business" for ten years per inventory and valuation of this Court, in accordance with the provision and terms of the Will	$ 5,333.34	
Total Distribution		$14,833.34
Inheritance Tax @7½%		$ 1,112.50
Net value of personalty		$ 3,845.82

Collateral inheritance tax due on house and lot located at 635 Mississippi Avenue, Silver Spring, Maryland, devised to Mary Listul:

Appraised equity	$446.76 @ 7½%	$ 33.51
Total collateral inheritance tax due		1,146.01

(Note) The direct inheritance tax will be reported in the final account to be filed herein, as at present some of the real estate is in the process of being sold to liquidate certain

debts of the estate and the expenses and cost of administration.

John W. Wrathall,

John W. Wrathall, Executor of the

Estate of Raymond E. Barrett.

STATE OF MARYLAND, MONTGOMERY COUNTY, SCT.

BE IT REMEMBERED, and it is hereby certified, that on this 21st day of April,in the hear of our Lord, nineteen hundred and forty-eight before the subscriber, Chief Deputy Register of Wills for Montgomery County, personally appeared John W. Wrathall, Executor of the Estate of Raymond E. Barrett, and in the presence of Almighty God, solemnly and truly declared that the foregoing account is just and true as stated, and that he has paid or secured the payment of every sum or sums for which he claims an allowance; which upon examination, is passed by an order of the Orphans' Court of Montgomery County this 21st day of April in the year of our Lord, one thousand nine hundred and forty-eight.

TEST:

Ella R. Plummer

Chief Deputy Register of Wills for Montgomery County.

ORDERED BY THE ORPHANS' COURT OF MONTGOMERY COUNTY:

This 21st day of April in the year of our Lord, one thousand nine hundred and forty-eight that the Second Administration account presented to and filed in this Court by John W. Wrathall, Executor of the Estate of Raynond E. Barrett late of Montgomery County, deceased, the same having been legally proved, be and it is hereby passed and admitted to record.

Millward C. Taft

Charles H. Squire

STATE OF MARYLAND, MONTGOMERY COUNTY, SCT: OFFICE OF REGISTER OF WILLS.

I, Walter C. Clarke, Register of Wills for Montgomery County, aforesaid, do hereby certify that the aforegoing is a true copy of Second Account of John W. Wrathall, Executor of the Estate of Raymond E. Barrett, late of said County, deceased, and of the Affidavit and Order of Court approving said Account attached thereto, on file, and recorded in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the ORPHANS'COURT of said County, this 29th day of September, A. D., 1948

Walter C. Clarke.

(Court Seal) Register of Wills for Montgomery County.

Filed October 21, 1948.

PLAINTIFF'S EXHIBIT NO. 2. Ex. Exhibit # B.

STATE OF MARYLAND, MONTGOMERY COUNTY, Sc.:

THE SUBSCRIBER, Register of Wills for Montgomery County, doth hereby certify that it appears by the Records of his office, that LETTERS TESTAMENTARY, of all the goods, chattels, credits and personal estate of Raymond E. Barrett, deceased, was on the 13th day of March in the year of our Lord one thousand nine hundred and forty five granted and committed unto John W. Wrathall,(He having filed his bond approved by the Court) the Executor by the last Will and Testament of the said deceased appointed, and that said Letters are in Full Force and Effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of my office this 29th day of September in the year of our Lord nineteen hundred and forty-eight.

TEST:

Walter C. Clarke,

Register of Wills for Montgomery County.

PLAINTIFF'S EXHIBIT No. 3

GUARDIAN CERTIFICATE

STATE OF MARYLAND, MONTGOMERY COUNTY, to wit:

I, Walter C. Clarke, Register of Wills of the aforesaid County and State, do hereby certify and attest that on the 3rd day of February, A. D.,1948, George T. Day was by the Orphans' Court of the aforesaid County, appointed Guardian to Raymond E. Barrett, Jr., an infant child of Raymond E. Barrett late of Montgomery County, deceased, George T. Day having given bond in the penalty of the sum of $5,000.00, with The Travelers Indemnity Co., as sureties, approved by the aforesaid Orphans' Court of Montgomery County for the faithful performance of his duty as Guardian to said Infant.

In testimony whereof, I hereunto set my name and affix the seal of the Orphans' Court aforesaid, this 29th day of September, A. D., 1948.

Walter C. Clarke

(Court Seal) Register of Wills for Montgomery County,Md.

PLAINTIFF'S EXHIBIT NO. 4.

IN THE ORPHANS COURT OF MONTGOMERY COUNTY, MARYLAND.

Re Re: :

ESTATE OF RAYMOND E. BARRETT, : Case No. 5412

Deceased. :

SECOND ACCOUNT OF JOHN W. WRATHALL, EXECUTOR

This accountant charges himself with the balance of the estate in his hands, as by his first account of March 12, 1947.

Personal Estate $13,499.85

And with the following amounts received since the passage of the said first account:

1. Interest on Washington Railway and Electric stock,from March 11,1947 $6.87 ..... $ 6.87

2. Sale by order of this court of 125 shares of Suburan National Bank stock.

Appraised value $2,500.00

Sale price $2,875.00 375.00

3. Sale by order of this Court,1931 Ford Truck

Appraised value $ 50.00

Sale price . . . . . $. 100.00. . . . 50.00

4. Sale by order of this Court, Boat at Edgewater Beach

Appraised value $300.00

Sale price $300.00

Total $431.87 431.87

Total Estate Accounted for $13,931.72

And he craves allowance for the following payments and disbursements:

1. Payments on mortgage on premises 635 Mississippi Avenue,Silver Spring, per order of this Court:

13 months @ $40.05 . . . . . $520.65

2. Expenses for maintenance and storage of Boat at Edgewater Beach	$ 65.25	
Total Disbursements	585.90	525.90
Total net of personal estate		$13,345.82
Value of estate reported in Additional Inventory filed April 21, 1948.		5,333.34
Total value of Personalty		$18,679.82

State Tax on Commission collected 4/21/48 $ .86

And he craves allowance for distribution to the named beneficiaries in the said last Will and Testament,

1. Arthur Becraft	$ 500.00	
2. Cecil Weakley	500.00	
3. Harry Woodward	500.00	
4. Katie Thompson	1000.00	
5. John Barrett	1000.00	
6. Harry Barrett	1000.00	
7. Mary Listul	5000.00	
Less advances	921.15	
Less inheritance tax on real estate	33.51	
	$3670.34	
8. John W. Wrathall		
"Gasoline Service Station Business" for ten years per inventory and valuation of this Court, in accordance with the provisions and terms of the Will.	$5,333.34	
Total Distribution		$14,833.34
Inheritance Tax @ 7½%		$ 1,112.50
Net value of personalty		$ 3,845.82

Collateral inheritance tax due on house and lot located at Mississippi Avenue, Silver Spring, Maryland, devised to Mary Listul:

Appraised equity	$446.76 @ 7½%	33.51
Total collateral inheritance tax due		$ 1,146.01

(Note) The direct inheritance tax will be reported in the final account to be filed herein, as at present some of the real estate is in the process of being sold to liquidate certain debts of the estate and the expenses and cost of administration.

John W. Wrathall, Executor
of the Estate of Raymond E. Barrett

STATE OF MARYLAND. MONTGOMERY COUNTY, SCT.

BE IT REMEMBERED, and it is hereby certified, that on this 21st day of April in the hear of our Lord, nineteen hundred and forty-eight before the subscriber, Chief Deputy Register of Wills for Montgomery County, personally appeared John W. Wrathall, Executor of the Estate of Raymond E. Barrett, and in the presence of Almighty God, solemnly and truly declared that the foregoing account is just and true as stated, and that he has paid or secured the payment of every sum or sums for whivh he claims an allowance; which upon examination is passed by an order of the Orphans' Court of Montgomery County this 21st day of April in the year of our Lord, one thousand nine hundred and forty-eight.

TEST:
Ella R. Plummer
Chief Deputy Register of Wills for Montgomery County.

STATE OF MARYLAND, MONTGOMERY COUNTY, SCT:

Office OF REGISTER OF WILLS

I, Walter C. Clarke, Register of Wills for Montgomery County, aforesaid, do hereby certify that the aforegoing is a true copy of Second Account of John W. Wrathall, Executor of the Estate of Raymond E. Barrett, late of said County, deceased, and of the Affidavit and Order of Court approving said Account attached, thereto, on file, and recorded in his office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the ORPHANS' COURT of said County, this 29th day of September, A. D., 1948.

Walter C. Clarke,

Register of Wills for Montgomery County.

PLAINTIFF'S EXHIBIT NO. 5 .

IN THE ORPHANS COURT FOR MONTGOMERY COUNTY

IN THE MATTER OF THE ESTATE OF)
RAYMOND E. BARRETT, DECEASED. (No. 5412

The Third Account of John W. Wrathall, Executor of Raymond E. Barrett, deceased, respectfully shows unto the Court:

This accountant charges himself with the following receipts:

Assets as shown by second account	$ 3845.82
Cash on hand not shown by second account, by reason of duplicate charges against the bequest of Mary Listul	921.15
Corrected balance on hand at time of filing second acct.,	$ 4766.97
7/7/47 dividend from Suburan National Bank Stock	62.50
1/2/48 dividend from Suburban National Bank Stock	62.50
3/4/48 dividend from Washington Railway and Electric Company Stock	1.77
7/2/48 dividend from Washington Railway and Electric Company Stock	1.35
10/2/48 dividend from Washington Railway and Electric Company Stock	1.35
TOTAL PERSONAL ASSETS	$ 4896.44

Your accountant prays that he be credited with the folliwing disbursements by him made, or to be made:

To Charles H. Klinko and L. S. Ray, Court Appraisers	25.00
To Claude Hahn, Court Stenographer, carbon copy oftestimony in caveat case	11.00
Travelers Insurance Company, Premium on Executor's Bond	60.00
Attorneys' Fees paid as per order of court	3000.00
To difference between receipts from sale of chattels sold by order of court and inventory thereof	347.00
Household furniture in kind to George T. Day, guardian of Raymond E. Barrett, Jr., as per order of court, c.	1086.00
TOTAL DISBURSEMENTS	$4529.00

RECAPITULATION

Total receipts	$4896.44
Total disbursements	$4529.00
Assets on hand	$ 367.44

Your accountant further shows unto the Court that the said assets of $367.44 now held by him consist of furniture in a summer cottage in Anne Arundel County and $27.44 in cash that your accountant, as executor, is indebted as follows:

To costs of this Court (estimated)	$ 120.00
To indebtedness of the decedent for court costs in number 11270 Equity of the Circuit Court for Montgomery County, ...	17.10
To U. S. Estate Tax, including interest to September the 22nd, 1948	3825.50
To 1% inheritance tax on real estate devised to Raymond E. Barrett,Jr., on appraised value of $41,083.31	410.83
To 1% inheritance tax on furniture appraised at $1426.00, ...	14.26
Total indebtedness	4384.29
1/5 of 1% on New assets 129.47 Pd. Reg. of Wills	.26
	4384.55

Your accountant respectfully shows unto the Court that in order to pay said indebtedness it will be necessary to sell certain real estate belonging to the decedent to cover this deficiency in the personal assets of the deceased.

Respectfully submitted,

(s) John W. Wrathall,

Executor.

STATE OF MARYLAND, MONTGOMERY COUNTY, to-wit:

On this 13th day of October, 1948 came John W. Wrathall, Executor of Raymond E.Barrett, deceased, and in the presence of the Almighty God made oath in due form of law that the aforegoing account is just and true as stated and that he had paid or secured the payment of every sum or sums for which he claims an allowance.

(s) Ella R. Plummer,

Chief Deputy

ORDERED BY THE ORPHANS'COURT OF MONTGOMERY COUNTY.

This 13th day of October, in the year of our Lord, one thousand nine hundred and forty - eight that the Third Administration account presented to and filed in this Court by John W. Wrathall Executor of Raymond E. Barrett late of Montgomery County, deceased,showing payments and disbursements amounting to the sum of $ 4,529.00 dollars, the same, having been legally proved, be and it is hereby passed and admitted to record.

(s) Millward C. Taft

(s) Charles H. Squire

(s) Wm. Tyler Page, Jr.,

STATE OF MARYLAND, MONTGOMERY COUNTY, SCT. OFFICE OF REGISTER OF WILLS:

I, Walter C. Clarke, Register of Wills for Montgomery County, aforesaid, do hereby certify that the aforegoing is a true copy of Third account in the estate of Raymond E. Barrett late of said County, deceased, and of the Order of Court attached,thereto, on file, and recorded in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the ORPHANS COURT of said County this 13th day of October, A D. 1948.

Walter C. Clarke,

Register of Wills for Montgomery County.

J.H.H. No. 68 Equity
PLAINTIFF'S EXHIBIT NO. 6
TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
BALTIMORE 2, MD.

(Seal)
Office of the Collector
District of Maryland
In reply refer to

(Victory Stamp)

MT-ET
Estate of Raymond E. Barrett
Date of Death: March 6, 1945

September 17, 1948

John W. Wrathall, Exec.
903 Bonifant Street
Silver Spring, Maryland.

Dear Mr. Wrathall:

This office has received from the internal revenue agent in charge, together with the related documents, your agreement consenting to the immediate assessment of a deficiency in estate tax, with respect to the above estate, amounting to $3,362.69.

Interest from the date the tax should have been paid if the return had been correctly prepared is accruing on the deficiency at the rate of one-half of 1% per month. If the deficiency is paid immediately, the interest will terminate on the date of payment. Otherwise, the interest will run to the date of assessment or to thirty days after the filing of your waiver, whichever is earlier. Interest computed up to September 22, 1948 amounts to $462.81.

It is requested that you return the enclosed copy of this letter with your remittance covering both the tax and interest at your earliest convenience; otherwise the amount of the additional tax together with a greater amount of interest, will be included in a formal notice and demand which will be sent to you as soon as the items are assessed.

Very truly yours,

George Hofferbert,

Collector

cfr
lq

By: Robert C. Loker
Robert C. Loker,
Chief, Wage and Excise Tax Division.

PLAINTIFF'S EXHIBIT NO. 6-A

NO STAMPS REQUIRED R.E.B.

THIS DEED, Made this 31st day of May, 1944, by nad between Ben G. Wilkinson, Jr., unmarried party of the first part, hereinafter called "Grantor"; and Raymond E. Barrett, unmarried, party of the second part, hereinafter called "Grantee."

WITNESSETH: THAT For and in consideration of the sum of Ten Dollars ($10,00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his heirs and assigns, in fee simple.

ALL that lot of ground situate at EDGEWATER BEACH, in the First Election District of Anne Arundel County, Maryland, designated as Lot numbered One (1) in Block numbered Three (3) on the Plat of EDGEWATER BEACH, WHICH PLAT IS RECORDED AMONG THE Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 33, and now filed in Cabinet 1 Rod G page 3. Being the lot of ground which was conveyed to the above named Grantor by Raynond E. Barrett and Bertha E. Barrett, his wife, by deed dated the 11th day of May, 1944, and recorded among the Land Records of Anne Arundel County in Liber _____ folio _____.

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

TO HAVE AND TO HOLD the above described property unto and to the use and benefit of the said Grantee, his heirs and assigns, in fee simple; subject, however, to the following restrictions.

(1) No part of said property is to be sold to, occupied by, or used for residence or any other purposes, by negroes or persons of negro blood, commonly called colored persons.

(2) The property hereby conveyed is not to be used for mercantile, manufacturing or trade purposes.

(3) No house shall be built on the property hereby conveyed to cost less than $2,000.00.

(4) No sewerage from any house is to be allowed to excape into the waters of South River, or any tributary thereof, but all houses must be provided with cesspools, septic tanks or chemical toilets.

(5) No house situate on any street or avenue is to be built within fifteen feet of the front line of the lot.

(6) No house is to be built on any lot having a frontage of less than fifty feet.

AND the said Grantor hereby covenants that he will warrant specially the property hereby intended to be conveyed, and that he will execute such other and further assurances of the same as may be requisite and necessary.

WITNESS the hand and seal of the said Grantor.

Ruth B. Drake Ben G. Wilkinson, Jr., (_____)

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I hereby certify that on this 21st day of May 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Montgomery County, personally appeared Ben G. Wilkinson, Jr., the person whose name is subscribed to the aforegoing Deed, and acknowledged the said deed to be his act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) RUTH B. DRAKE, Notary Public

Recorded July 25, 1944 at 1-45 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that th_ foregoing Deed was truly taken and copied from Liber J.H.H. 311, folio 494, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 20th day of October, A. D. 1948.

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

PLAINTIFF'S EXHIBIT NO. 7.

SALES CONTRACT

March 30", 1948

RECEIVED FROM Jaroslou Friedrich and his wife, Rose Friedrich, hereinafter called "Purchasers", a deposit of Six Hundred and Seventy-Five ($675.00) Dollars, to be applied as part payment of the purchase of Lot One (1) in Square Three (3), with improvements thereon in Edgewater Beach, Anne Arundel County, in the State of Maryland, upon the following terms of sale:

Total price of property: Six Thousand, Seven Hundred & Fifty ($6,750.00) Dollars.

The purchasor agrees to pay Six Thousand, Seven Hundred & Fifty ($6,750.00) Dollars, cash at the date of conveyance, of which sum this deposit shall be a part.

The property is sold free of encumbrances except as aforesaid; title is to be good of record, and in fact subject, however, to covenants, conditions and restrictions of record

if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller is hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted at the date of transfer. Taxes, general and special, are to be adjusted ~~at the date of transfer. Taxes general and special are to be adjusted~~ according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefore has been levied or not, shall be paid by the seller or allowance made thereof at the time of transfer.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchasers, provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title.

Within forty-five (45) days from the date of ratification of the sale by the Orphans' Court, the seller and purchasers are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event, the purchasers shall be relieved from further liability hereunder, or without forfeiting the said deposit seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of a forfeiture of the deposit by the seller, the seller shall pay one-half of the sales commission provided for herein.

Seller agrees to execute the usual special warranty deed.

The seller agrees to pay a sales commission equal to five per cent (5%) of the sales price, which sum shall be paid out of the proceeds of sale at the time of settlement.

Property to be sold subject to an existing tenancy as follows, none.

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded, is assumed by the seller.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, con - ditions, statements, or representations, oral or written, not herein contained.

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.

This contract is subject to acceptance and approval by the Orphans Court.

Witness:

Rigina B. Roslon.

Robert P. Burruss

Robert L. Burruss

Jaroslou Friedrich, Purchaser

Rose Friedrich, Purchaser

Inez Cushard, Agent

John W. Wrathall, Executor of the Estate of Raymond E. Barrett, Deceased - Seller.

Property is to be conveyed in the name of the purchasers above.

The purchase price of $6750.00 includes the sum of $340.00 for the purchase of furnishings and fixtures now in the premises,

Jaroslou Friedrich

Rose Friedrich

John W. Wrathall.

STATE OF MARYLAND, MONTGOMERY COUNTY, SCT:

OFFICE OF REGISTER OF WILLS

I, Walter C. Clarke, Register of Wills for Montgomery County, aforesaid, do hereby certify that the aforegoing is a true copy of Original Sales Contract filed as an exhibit with a report of sale to Jaroslou Friedrich and Rose Friedrich on March 30, 1948 in the estate of Raymond E. Barrett late of said County, deceased, on file, in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the ORPHANS' COURT of said County, this 29th day of September, A. D., 1948.

(Court Seal)

Walter C. Clarke,

Register of Wills for Montgomery County.

PLAINTIFF'S EXHIBIT NO. 8

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA I,

EDGEWATER REALTY COMPANY
REAL ESTATE & INSURANCE
Phone Annapolis 5183

Edgewater , Maryland

February 17, 1948

To Mr. John W. Wrathall, Administrator,
Estate of Raymond E. Barrett,
8560 Georgia Avenue,
Silver Spring, Maryland.

Apprasial of Lot No. 1, Square 3, Edgewater Beach, Maryland.

Building and contents	$2,500.00
Ground	1,500.00
	$4,000.00

Patrick J. White,
Patrick J. White, Appraiser,
Woodland Beach, Edgewater, Maryland

Joseph M. Armstrong
Joseph M. Armstrong, Appraiser
Maryland Hotel, Annapolis, Maryland.

Filed October 21, 1948

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND SITTING AS A COURT OF EQUITY

John W. Wrathall, Executor of the	:	
Estate of	:	
Raymond E. Barrett, Deceased, Plaintiff	:	
vs	:	Equity No. 9553
George T. Day, Guardian of	:	
Raymond E. Barrett, Jr., minor and	:	
Raymond E. Barrett, Jr., Infant. Defendants.	:	

ANSWER

To the Honorable, the Judges of Said Court:

George T. Day, Guardian of Raymond E. Barrett, Jr., minor, answering the Petition in the above entitled matter, says:

I. That he admits the following allegations made in the Petition filed by John W. Wrathall, Executor of the Estate of Raymond E. Barrett, deceased; 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12.

Donald K. Staley, George T. Day,

Solicitor for Defendant. Defendant.

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:-

I hereby certify that on this 14th day of October,_____, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George T. Day and made oath in due form of law that the matters and things set forth in the aforegoing Answer are true to the best of his knowledge, information and belief.

(Notarial Seal) Audrey L. Biebusch, Notary Public

Filed Nov. 4", 1948

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JOHN W. WRATHALL, :
Executor of the Estate of :
Raymond E. Barrett, deceased, :
Plaintiff, :
v. : No. 9553 Equity
:
GEORGE T. DAY, Guardian of :
Raymond E. Barrett, Jr., a minor, and :
RAYMOND E. BARRETT, JR., A Minor, :
Defendants. :

ORDER OF COURT APPOINTING GUARDIAN.

Upon the verified petition of the Plaintiff, John W. Wrathall, it is this 31st day of January, 1949, by the Circuit Court for Anne Arundel County, as a Court of Equity, ordered that Carroll Albaugh be and hereby is appointed the Guardian Ad Litem to appear and answer for Raymond E. Barrett, Jr., the infant Defendant in the above cause.

Benjamin Michaelson,

Judge.

Filed Jany. 31", 1949

ANSWER

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Answer of Raymond E. Barrett, Jr., the Infant Defendant named in the Bill of Complaint in this Court against him exhibited, by Carroll H. Albaugh, duly appointed Guardian ad Litem, respectfully represents unto your Honors.

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

AND, AS IN DUTY BOUND, etc.,

Carroll H. Albaugh

Guardian ad Litem.

_____ copy admitted, 2/14/49.

R. Tilghman Brice, 3rd,

Filed Feby. 1st. 1949.

TESTIMONY.

Testimony on behalf of the Plaintiff.

PRESENT:

Mr. R. T. Brice,_Solicitor for Plaintiffs.

Mr. Carroll Albaugh, Guardian-ad-Litem and Solicitor for Defdts.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:

John W. Wrathal,-------2 to 7

Joseph M.Armstrong,----8 to 9

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

COSTS:

JDS.....$8.50
JSS.....$8.00

John W. Wrathall, the plaintiff, being first duly sworn, deposes and says:

(Brice)

1. State your name and residence?

A. John W. Wrathall, 903 Bonifant st., Silver Spring, Md.

2. Did you know Raymond E. Barrett in his lifetime ?

A. I did.

3. Is he living or dead?

A. He died March 6th, 1945.

4. Did he leave a last Will and Testament?

A. Yes.

5. Was that Will probated?

A. Yes it was.

°°°°Now filed as Exam. Exh. A.

6. Where was that Will probated?

A. Probated in Rockville, Montgomery County, Md.

7. Who was named Executor under that Last Will and Testament?

A. I (John W. Wrathall) was named as Executor.

8. Did you qualify as such Executor?

A. Yes.

°°°°Copy of Letters filed as Exam. Exh. B.

9. Who did Mr. Barrett leave as his heirs at law?

A. Raymond E. Barrett, Jr., his only heir at law?

10. Was the real estate in Anne Arundel County owned by Mr. Raymond E. Barrett in Anne Arundel County, at the time of his death, was it disposed of under his Will?

A. Yes.

11. Was a Guardian appointed for the infant, Raymond E. Barrett, Jr.,

A, Yes.

12. What is the residence of the minor?

A. Montgomery County, Md.

13. Who was appointed Guardian?

A. I was originally appointed Guardian of the estate and in February, 1948 it was turned over to George T. Day.

14. Who is the present Guardian of the property under the Orphans Court for Montgomery County?

A. It was all done in the Orphans Court. George T. Day.

°°°°°Examiner's Exh. C. filed.

15. Who is Guardian of the person?

A. The Equity Court appointed Mrs. Isabel Crismond, she was appointed by the Circuit Court,

and September, 1948, Judge Prescott appointed myself (John W. Wrathall) as Guardian of his person.

16. So, therefore, you are Guardian of the person of Raymond E. Barrett,Jr., and Mr. Day is Guardian of his estate?

A. Yes.

17. How old is Raymond E. Barrett, Jr.?

A. He is 15, will be 16 August 18th.

18. At the time of the death of Mr. Barrett what was his marital status?

A. He was divorced. He had custody of his child.

19. Was he absolutely divorced?

A. Absolutely.

20. When did he get his divorce?

A. Previous June of 1944.

21. You have continued to act as Executor under Mr. Barrett's Will?

A. That's right.

22. Have you filed accounts with the Orphans Court in Montgomery County?

A. Yes, have filed three accounts.

°°°°°°°° Two accounts filed as Exam. Exh. D and E.

23. What is the status of this estate at the present time with respect to debts?

A. We have an outstanding debt for Inheritance Tax, in the Amount of $3,362.69

Plus interest which has accumulated in 463.00

and on that is to be added another 60.00

24. What is that, Federal Estate Tax?

A. Yes.

25. Did you receive a communication from The Collector of Internal Revenue with respect to that debt?

A. I have had three communications and a personal call by the Deputy Collector in Silver Spring.

26. Did you receive a letter dated September 17th, 1948 which the Plaintiff has filed as Exhibit No. 6?

A. Yes.

°°°°°Now filed as Exam. Exh. F.

27. Are there any other costs and expenses that have not been paid?

A. Yes, State Inheritance Tax, approximately $ 400.00 on real estate that the boy receives and there are bills for Administration costs.

28. Do you know approximately how much they amount to?

A. Approximately, $120.00, Court costs $17.10; inheritance tax on furniture $14.26, inheritance tax on new assets 26 cts.,making a total of $4,384.55, plus interest that is accruing on the Federal Tax all of which is shown in the Second Account filed as Exam.Exh.E.

29. What property would Raymond E. Barrett, Jr., inherit from his father's estate both in Anne Arundel County and elsewhere?

A. He inherited five properties, rental properties, in Silver Spring, Montgomery County, and he inherited the beach property in Anne Arundel County, and he inherits a piece of business property in Silver Spring, has a remainder in the business property.

30. Are the five houses in Silver Spring rented at the present time?

A. Yes.

31. What income do they produce?

A. Approximately $300. a month for the five houses, although they are in bad shape.

32. How about the business property? Any income from that?

A. None at the present time.

33. What does the business property consist of?

A. It consists of a block with a Service Station located in it.

34. What is the value of that property?

A. It is valued by the County Appraisers at $60,000 and by the Federal appraisers at $75,000, on the market it is worth more than that.

35. And that piece of property will come to Raymond E. Barrett Junior ten years from the time his father died?

A. That is March 6th, 1956.

36. What property did Raymond E. Barrett own in Anne Arundel County?

A. A piece of Beach property at Edgewater Beach, being Lot No. 1, Block No. 3 on Plat of Edgewater Beach and being a lot 50 X 300 feet, a water front lot and being the same property conveyed to Raymond E. Barrett by Benjamin G. Wilkinson, Jr., by deed dated May 31st, 1944 recorded among the Land Records of Anne Arundel County in Liber JHH 311 folio 494.

°°°°°Filed as Exam. Exh. G.

37. What do the improvements on this lot consist of?

A. It consists of a Summer cottage, one of the first ones built down there, three rooms and kitchen and half bath.

38. Is the property furnished?

A. The property is furnished, but that furniture was appraised by the Appraisers in the Court as personal property.

39. Do you know how much appraised for?

A. Appraised for $340.

40. Did you, on behalf of the infant defendant, enter into a Contract for the sale of this property?

A. Yes.

41. With whom did you enter into a contract with?

A. Jaroslou Friedrich and Rose Freidrich, his wife.

42. At what price did you agree to sell this property to them?

A. On March 30th, 1948, the date of the Contract we agreed to sell the property for $6,750, the $340 for personal property is included in that price.

°°°°Contract filed as Exam. Exh. H.

43. Have you received a deposit on this Contract?

A. Yes, a deposit of $675.

44. You have that money?

A. Yes.

45. Was this property appraised in Mr. Barrett's estate?

A. It was appraised by the Orphans Court Montgomery County appraisers for $2500; it was also appraised by Patrick J. White and Joseph M. Armstrong, Real Estate men from Anne Arundel County, for $4,000.

°°°°° Filed as Exam. Exh. I.

46. What do you consider to be the fair value of this property?

A. I think on today's market that the Contract price was a fair and reasonable price.

47. Is it, in your opinion, to the best interest of the minor Raymond E. Barrett, Jr., that this property be sold and the Contract ratified?

A. I think it is now that it is the best interest of the child that the property be sold.

48. Why do you state that?

A. I state that because the other properties involved in the estate are centrally located and are income producing, and that the Beach property is not an income producing property, and the City houses are, and some of the property has to be sold to pay the Tax Liens and administration costs and Federal State taxes, which are at present liens on the property of Raymond E. Barrett.

49. Raymond E. Barrett, Jr., the infant, is the only child of Raymond E. Barrett, deceased?

A. Yes.

CROSS EXAMINATION.

(Mr. Albaugh)

1. What condition is the Beach property in?

A. In not too good condition. In order to rent it would be necessary to put in new septic tank and new well, the entire place needs renovation.

2. Has it produced any income?

A. We rented it for two Summers, we received rent for the two seasons $300.

3. Is it your opinion that that price is better than could be obtained at public sale?

A. Much better, I had considerable prices on it and that was $1500 more than any came to it.

To the general question under the rule the witness says:

A. No.

John W. Wrathall.

Joseph M. Armstrong, a witness of lawful age, being first duly sworn, deposes and says:-

(Brice)

1. State your name and address?

A. Joseph M. Armstrong, Apt. 55 Maryland Hotel, Annapolis, Md.

2. What is your occupation?

A. Retired Postmaster of Annapolis, Md.; Real Estate Dealer; and Supervisor of Maryland Hotel Apartments.

3. Are you familiar with the value of real estate in Anne Arundel County, Md.?

A. I am to some extent.

4. You made an appraisal of the real estate of the late Raymond E. Barrett, Lot 1, Square 3 of Edgewater Beach in Anne Arundel County with Mr. Patrick White in February, 1938?

A. That's correct.

5. I understand Mr. White is now out of the State, what was his occupation?

A. Real Estate Broker located at Edgewater.

6. What does the property of Mr. Barrett consist of at Edgewater Beach?

A Consists of a lot with a house on it.

7. That's Lot 1, Square 3 of Edgewater Beach?

A. According to that statement, that's correct.

8. What, in your opinion, is the fair market value of that property at the time you made your appraisement?

A. $4,000.

9. Do you think that value has increased or decreased?

A At that time I thought a little more, but White and I agreed on the valuation that being an estate at the present market should go up $1500 more, or little more than that, I should say should bring $5500.

10. Mr. Wrathall, the Executor under the Will of the late Raymond E. Barrett, has entered into a Contract for the sale of this property to Mr. and Mrs. Freidrich at and for the price of $6,750, including the furniture which is valued at $340, would you consider that to be a fair price for this property?

A. That would throw the property price back to $6,410, I think that would be a fair price for it.

11. As a matter of fact that would be a good price for it?

A. It would be a good price, yes.

12. Mr. Wrathall has testified there is approximately $4400 in debts against the estate; that this property at Edgewater Beach is non-productive, and other properties in the estate are rentable properties in a central location, is it your opinion that it is to the best interest of the infant defendant that this property at Edgewater Beach be sold and the Contract with Mr. and Mrs. Freidrich be ratified and confirmed?

A. Yes it is, I should say that that would be good judgment.

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

A. No, only I think it would be to the best interest of the infant to take that price.

JMA Joseph M. Armstrong

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

Witness my hand and seal this 21st day of February, 1949.

Jno. S. Strahorn, (SEAL)

Examiner.

Filed Febry. 21st, 1949.

D E C R E E

This Cause standing ready for hearing, and being submitted, proceedings having been read and considered, it appearing to the Court that it is to the best interest of the infant defendant, Raymond E. Barrett, Jr., that the Contract dated March 30, 1948, with Jaroslou Friedrich and Rose Friedrich, his wife, executed on behalf of the said infant defendant, Raymond E. Barrett,Jr., by John W. Wrathall, his guardian, be ratified and confirmed and the property therein mentioned as Lot No. ONE (1) in Square Three (3) as shown on the plat of "Edgewater Beach", Anne Arundel County, State of Maryland, be sold and conveyed to the said Jaroslou Friedrich and Rose Friedrich, his wife, according to the terms of said Contract.
IT IS THEREUPON, this 2nd day of May, 1949, ADJUDGED, ORDERED AND DECREED , that the Contract dated the 30th day of March, 1948, between Jaroslou Friedrich and Rose Friedrich, his wife, and John W. Wrathall, Executor of the Estate of Raymond E. Barrett, deceased, and filed in these proceedings and marked "Plaintiff's Exhibit No. Seven", be and the same is hereby ratified and confirmed, and that the said John W. Wrathall be and he is hereby appointed Trustee to convey the said property mentioned in the said Contract to the purchasers thereof

upon the payment of the purchase money as therein set forth; and IT IS FURTHER ORDERED AND DECREED that the said John W. Wrathall bring the said purchase money into this Court to be distributed under the direction of this Court after deducting the costs of these proceedings and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; and IT IS FURTHER ORDERED AND DECREED that before the said John W. Wrathall shall enter into his duties as Trustee, that he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, in the penalty of Seven Thousand ($7,000.00) Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree or to be reposed in him by any future Decree or Order in the premises.

Benjamin Michaelson,

Judge.

Filed May 2", 1949

B O N D .

KNOW ALL MEN BY THESE PRESENTS; THAT WE, John W. Wrathall of Silver Spring, Maryland, as principal, and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven thousand and 00/100 Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of May in the year of our Lord nineteen hundred and forty-nine.

WHEREAS, the above bounden John W. Wrathall by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell Real Estate mentioned in a proceedings entitled John W, Wrathall Executor, etc., versus George T. Day Guardian etal, No. 9553 Equity mentioned in the proceedings in the case of vs. , now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden John W. Wrathall 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

__

(CORPORATE SEAL)

ATTEST:

R. Tilghman Brice, 3rd,

John W. Wrathall, (SEAL)

MARYLAND CASUALTY COMPANY

By Chas. F. Lee, Jr., for

Chas. F. Lee & Co.,Inc., Agent.

Filed & Approved this 1st day of June, 1949.

John H. Hopkins, 3rd, Clerk.

Filed 1 June, 1949.

PETITION FOR AUTHORITY TO AUDITOR TO MAKE CERTAIN ALLOWANCE IN STATING ACCOUNT.

The Petition of John W. Wrathall, Executor of the Estate of Raymond E. Barrett, deceased, and as Guardian of the person and estate of Raymond E. Barrett,Jr., by R.Tilghman

Brice, III, his solicitor, respectfully shows:

FIRST: That the sale of the property mentioned in these proceedings was primarily for the purpose of paying administration costs and Federal estate taxes on the property of the said Raymond E. Barrett, deceased.

SECOND: That your Petitioner filed herewith a copy of the Fourth and Final Account to be filed in the Orphans Court of Montgomery County in the Estate of the said Raymond E. Barrett, deceased, which account shows that it will be necessary to receive out of the funds in your Petitioner's hands as Trustee in these proceedings, the sum of Four Thousand Six Hundred Sixty-six Dollars and Eighty-six Cents ($4,666.86) as shown in the disbursements of said Account.

THEREFORE, your Petitioner prays this Honorable Court to pass an Order decreeing:

(a) That the Auditor allow your Petitioner as Executor of the Estate of Raymond E.Barrett, deceased, the sum of Four Thousand Six Hundred Sixty-six Dollars and Eighty-six Cents,($4,666.86).

(b) That any surplus over and above the costs and expenses incident to these proceedings be allowed to your Petitioner as Guardian of the estate of Raymond E. Barrett, Jr., the heir at law of the said Raymond E. Barrett, deceased.

AND as in duty bound, etc.,

R. Tilghman Brice, 3rd,

R.Tilghman Brice,III,Solicitor for the Petitioner.

Filed June 16", 1949.

O R D E R .

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 17th day of June, 1949, upon the foregoing Petition, that the Auditor in stating the Account in these proceedings allow the sum of Four Thousand Six Hundred Sixty-six Dollars and Eighty-six Cents ($4,666.86) to John W. Wrathall, Executor of the Estate of Raymond E. Barrett, deceased, and that any surplus over and above the cost and expenses incident to these proceedings, be distributed to John W. Wrathall, Guardian of the estate of Raymond E. Barrett, Jr., subject to the usual exceptions,

Benjamin Michaelson.

Judge.

Filed June 17, 1949.

IN THE ORPHANS COURT FOR MONTGOMERY COUNTY

IN THE MATTER OF THE ESTATE OF (
) No. 5412.
RYAMOND E. BARRETT, DECEASED (

The Fourth and Final Account of John W. Wrathall, Executor of Raymond E. Barrett, deceased, respectfully shows unto the Court:

This accountant charges himself with the following receipts:

Assets as shown by Third Account	$ 367.44
Dividends from Washington Railway and Electric Company Stock	.79
Dividends from Washington Railway and Electric Company Stock	.45
Dividends from Washington Railway and Electric Company Stock	.45
From Trustee in Number 9553 Equity of the Circuit Court for Anne Arundel County from sale of real estate	4,666.86
TOTAL RECEIPTS	$5,035.99

Your accountant prays that he be credited with the following disbursements by him made or to be made:

To Walter C. Clarke, Register of Wills, Court Costs . . . . . .$	149.10
Collector of United States Internal Revenue, Federal Estate Tax	3,362.69
To Clayton K. Watkins, Clerk, costs in number 11270 Equity	17.10
Collector of United States Internal Revenue, Interest on Federal Estate Tax to June 1, 1949	605.16
To Walter C. Clarke, Register of Wills, 1% inheritance tax on real estate devised to Raymond E. Barrett, Jr.,of an appraised value of $41,083.31	410.83
To F. B. Welsh, Attorney's Fee	250.00
To Robert E. Bains, Attorney's Fee	150.00
To Robert E. Bains, Agent, Premium on Executor's Bond	13.14
To Clayton K. Watkins, Clerk, costs in number 21 trials,November term, 1947, (caveat suit)	71.50
To Claude Hahn, carbon copies of depositions	6.45
To Walter C. Clarke, 1% tax on commissions on Washington Railway Electric Company Dividends	.02
TOTAL DISBURSEMENTS . . . . . .$	5,035.99

Having fully performed his duties as Executor of said Estate your accountant respectfully prays that he be discharged.

John W. Wrathall
Executor.

STATE OF MARYLAND, MONTGOMERY COUNTY, to-wit:

On this 24th day of May, 1949, came John W. Wrathall, the executor of Raymond E. Barrett, late of said Montgomery County, deceased, and made oath on the Holy Evangely of Almighty that the aforegoing account is just and true as stated, and that he has paid or secured the payment of every sum or sums for which he craves an allowance, which after examination is passed by order of the Orphans' Court.

(NOTARY SEAL)

(s) Betty T. Butts,
Notary Public

ORDERED BY THE ORPHANS' COURT OF MONTGOMERY COUNTY.

This fifth day of July, in the year of our Lord, one thousand nine hundred and forty-nine, that the Fourth and Final Administration account presented to and filed in this Court by John W. Wrathall, Executor of the Estate of Raymond E. Barrett, late of Montgomery County, deceased, showing payments and disbursements amounting to the sum of $5,035.99, the same, having been legally proved, be and it is hereby passed and admitted to record.

(s) Millward C. Taft
(s) Charles H. Squire
(s) Wm. Tyler Page, Jr.,

SSTATE OF MARYLAND MONTGOMERY COUNTY, SCT: OFFICE OF REGISTER OF WILLS.

I, Walter C. Clarke, Register of Wills for Montgomery County, aforesaid, do hereby certify that the aforegoing is a true copy of Fourth and Final Account in the estate of Raymond E. Barrett late of said County, deceased, and of the affidavit and Order of Court approving same attached, thereto, on file, and recorded in this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of the ORPHANS' COURT of said County, this fifth day of July, A. D. 1949.

(Court Seal)

Walter C.Clarke,
Register of Wills for Montgomery County

Filed July 6, 1949

PETITION TO AMEND ORDER OF COURT.

To the Honorable, the Judges of said Court:

The Petition of John W. Wrathall, Executor of the Estate of Raymond E. Barrett, deceased, by R. Tilghman Brice, III, his solicitor, respectfully shows:

FIRST: That in a Petition for authority to the Auditor to make certain allowances in stating an account, he inadvertently stated that he was the Guardian of the estate of Raymond E. Barrett, Jr.,

SECOND: That your Petitioner is the Guardian of the person of Raymond E. Barrett, Jr., but George T. Day is the Guardian of the estate of the said Raymond E. Barrett, Jr.,

THIRD: That in an Order of this Honorable Court passed on the 17th day of June, 1949, in said Cause, this Court directed that any surplus over and above the costs and expenses incident to these proceedings be distributed to John W. Wrathall, Guardian of the Estate of Raymond E. Barrett, Jr., but any surplus should be distributed to George T. Day, Guardian of the estate of Raymond E. Barrett, Jr.,

THEREFORE, your Petitioner prays this Honorable Court that an Order be passed amending the aforesaid Order.

AND as in duty bound, etc.,

R.Tilghman Brice, 3rd,
R. Tilghman Brice, III,Solicitor for Petitioner.

Filed July 6", 1949.

O R D E R.

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 6th day of July, 1949, upon the foregoing Petition, that the Order of this Court dated the 17th day of June, 1949,be amended in that any surplus over and above the costs and expenses incident to these proceedings be distributed to George T. Day, Guardian of the Estate of Raymond E.Barrett, Jr., subject to the usual exceptions.

Benjamin Michaelson.

Filed July 6", 1949. JUDGE.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account, July 8, 1949.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. John W. Wrathall, Executor of the Estate of Raynond E. Barrett, deceased, vs George T.Day, Guardian of Raymond E. Barrett, Jr., a minor, et. al. in ac.

To Trustee for Commissions, viz:	222.30	222.30
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	22.25	
Jos. W. Alton - Sheriff's costs	1.45	
Carroll H. Albaugh-Guardian ad Litem	4.00	
John S. Strahorn - Examiner's fee	8.00	

Juliet D. Strahorn - Stenographer's fee	8.50	
Auditor - stating this Account	13.50	77.70
To Trustee for Expenses, viz:		
Capital-Gazette Press-Order nisi (acct)	5.00	
Maryland Casualty Co. - bond premium	28.00	
Clerk of Court - certified copy	1.50	
Inez Cushard - broker's commission	337.50	
R. Tilghman Brice,III-legal services (Order of 6/17/49)	150.00	
Betty T. Butts - notary fees	.50	522.50
To Trustee for Taxes, viz:		
1948 State and County Taxes	31.38	
1949 State and County taxes ($37.15-adj).	13.94	45.32
To John W. Wrathall, Executor of Raymond E. Barrett, deceased- to complete administration of personal estate of Raymond E. Barrett,as oer Order of 6/17/49	4,666.86	4,666.86
To George T. Day, Guardian of Raymond E. Barrett,Jr., this balance as per Order of 7/6/49	875.32	875.32
		6,410.00

WITH	John W. Wrathall, Trustee		Cr.
1949			
May 17	Proceeds of Sale (Contract dated March 30, 1948)	6,750.00	
	Less proceeds of sale of personalty	340.00	6,410.00
			6,410.00

Filed July 11", 1949

ORDER NISI

ORDERED, This 11th day of July, 1949, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12th 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 12th day of August next.

John H. Hopkins, 3rd, Clerk.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk. Jy.28

July 11", 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 9, 1949.

We hereby certify, that the annexed Order Nisi- Eq. #9553- Estate of Raymond E.Barrett, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of August, 1949. The first insertion being made the 11, day of July, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed Sept. 13", 1949

J.H.H. No. 68 Equity

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 13th day of September, 1949, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

BENJAMIN MICHAELSON

A. J.

Filed September 13, 1949

JAMES K. CULLEN	:	No. 7464 EQUITY
vs.	:	IN THE
HARRY V. MARTINDALE and the	:	CIRCUIT COURT
GLEN BURNIE SAVINGS & LOAN	:	FOR
ASSOCIATION, a body corporate.	:	ANNE ARUNDEL COUNTY.

: : : : : : : : : :

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orator, James K. Cullen, humbly complaining, says:

FIRST: That on or about the 6th day of November, 1936, your Orator, as Solicitor for the First Federal Savings & Loan Association of Brooklyn, a body corporate, was examining the title to the real estate of Harry V. Martindale.

SECOND: That in the examination of said title your Orator discovered one mortgage to the Glen Burnie Savings & Loan Association dated the 21st day of March, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 108, folio 109.

THIRD: That one of the Defendants, the Glen Burnie Savings & Loan Association, respectfully contended that there should be paid to it the sum of Sixteen hundred Seventy-four (1674) Dollars before they would execute and deliver a release of said mortgage, whereas the other defendant, the said Harry V. Martindale, contended there was not/much money due and owing to the other aforesaid Defendant, whereupon an agreement was reached by all parties in interest, that is the Plaintiff and the Defendants, that the sum of Three hundred Seventy-five (375) Dollars would be withheld to be paid to the successful litigant.

FOURTH: That both of the Defendants now demand of your Orator the payment of the aforesaid sum of Three hundred Seventy-five (375) Dollars, and claim the same to be their own.

FIFTH: That your Orator is unable and unwilling to decide between the conflicting claimants, and while ready and anxious to pay or hold the amount of Three hundred Seventy-five (375) Dollars to or for the use of the true owner or owners thereof, your Orator cannot safely make any payments on account thereof or recognize either of the said conflicting claims until the questions involved therein are settled authoritively by some Court of competent jurisdiction.

SIXTH: That the said Harry V. Martindale has already instituted suit in the Circuit Court for Anne Arundel County on the law side thereof against your Orator, and your Orator is apprehensive of a like suit on the part of the adverse claimant thereof.

SEVENTH: That your Orator has no claim or interest whatsoever in said deposit, and desires and and tenders to pay the amount of the same into this Court under this proceeding.

TO THE END THEREFOR:

I. That the said Harry V. Martindale on the one part, and the said Glen Burnie Savings & Loan Association, a body corporate, on the other part, may interplead and and adjust their several demands and claims between themselves, your Orator being willing and desirous that the said sum of Three hundred Seventy-five (375) Dollars should be paid to such of the Defendants as may be entitled thereto.

2. That the said Harry V. Martinsale and the Glen Burnie Savings & Loan Association, their counsel, agents and attorneys, may be restrained by order and injunction of this Honorable Court from prosecuting or commencing any other or further actions at law against your Orator for or in respect of these veral matters aforesaid.

3. That your Orator may have such other and further relief as his case may require.

MAY IT PLEASE YOUR HONOR to grant unto your Orator the writ of subpoena directed to the said Harry V. Martindale, adult, a resident of Anne Arundel County, and the Glen Burnie Savings & Loan Association, a body corporate, commanding them to be and appear in this Honorable Court on some day certain to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.

James K. Cullen, Orator,

In propria persosonam

STATE OF MARYLAND, CITY OF BALTIMORE, TO wit:

I HEREBY CERTIFY, that on this 30th day of July, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JAMES K. CULLEN, and made oath in due form of law that the matters and afacts set forth in the aforegoing Bill of Complaint are true to the best of his knowledge, information and belief, and that the said Bill is not filed by the Plaintiff in collusion with any or either of the Defendants in said Bill named, but such Bill is filed by the Plaintiff of his own accord for relief in this Honorable Court.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Edna V. Chaney, Notary Public.

O R D E R .

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

AND there appearing to the Court that the Plaintiff holds the money inthis Bill of Complaint mentioned for the true owner thereof, without having or claiming any right or interest therein, and that he is ready and willing to deliver the same to the true owner or to whomsoever may have the right thereto.

IT IS THEREUPON, this 17 day of August, 1937, by the Circuit Court for Anne Arundel __, sitting in Equity, ADJUDGED, ORDERED and DECREED that the parties defendant to thissuit interplead.

AND IT IS FURTHER ORDERED that the costs in these proceedings be and the same are hereby reserved for further determination by this Court, together with the costs which have already accumulated in the law Court of this County in the case of Harry V. Martindale vs James K. Cullen.

AND IT IS FURTHER ADJUDGED, ORDERED and DECREED that all further proceedings in

THIS CAUSE BE STAYED AS REGARDING THE Plaintiff, and as between the Defendants that an inquiry be made who is entitled to the sum so to be paid into Court as aforesaid, and that upon the payment into Court that an injunction be issued to restrain the Defendants, the said Harry V. Martindale and the Glen Burnie Savings & Loan Association, their counsel, solicitors, agents or attorneys, from prosecuting the action brought by one of the Defendants against the Plaintiff in the Circuit Court for Anne Arundel County on the law side thereof, and also to restrain the said Defendant, the Glen Burnie Savings & Loan Association, a body corporate, its counsel, solicitors, agents or attorneys, from commencing or prosecuring any futther or any other action or suit against the Plaintiff for or on account of or in respect of the aforesaid sum of money.

Linwood L. Clark,

Judge.

Filed August 17, 1937.

ANSWER OF GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY,

THE DEFENDANT, The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, Answering Says:

1. THAT it neither admits nor denies the First, Second, Fourth, Fifth, Sixth and Seventh Paragraphs of said Bill of Complaint and demands strict proof thereof.

3. THAT the allegations contained in the Third Paragraph of said Bill do not contain a full statement of facts between the parties hereto; And answering further the said Glen Burnie Savings & Loan Association of Anne Arundel County Defendant says:

THAT on or about the first part of February, 1933, the Defendant Harry V.Martindale made application to the said Association for a loan of $1800.00, and offered as security for said loan real estate in Brooklyn Park, Anne Arundel County, State of Maryland, of which he was about to purchase at and for the sum of $3800.00: And at the same time he offered to deposit with the said Association a check dated February 15, 1933, on the"Seamens Bank for Savings of New York City, New York", in the sum of $2000.00 payable to the order of Alice Berst and endorsed specially to the said Martindale; That the officers of said Association advised the said Martindale that due to the unstable condition of the banking structure of The State of Maryland, that he should deposit the said check in the First National Bank of Baltimore;That due to the said Martindale being a member borrower of the said Association at that time and in consideration of his promise to the Officers of the said Association and in their presence "That if the said Association would take the said check and deposit it in its depository he would see that the Association would not sustain a loss in case of a bank failure of any of the banks necessary for the clearance of said check"; That action upon the express promise aforesaid, the said Association deposited said check in its depository The Eastern Shore Trust Company of Maryland, Glen Burnie Branch; Altho it had no interest in said check; That on or about March 4th, 1933, and during the period for the clearance of said check, the said Depository of the Association closed its doors and later opened on a restricted basis, and the Association sustained a loss on said check in an amount in excees of the money deposited by the Plaintiff in this Honorable Court; And further The Defendant the said Martindale continued his promises when he was requested to make the loss good and on several occasions he stated "That he personally would see that the Association sustained no loss"; That under the

Emergency Act of 1933 the said Association was compelled to take stock at and for the price of $33.33 per share of which $23.33 per share was taken as an organization fee and was a total loss to said Association, and the balance of said account was received party in cash and partly in beneficial certificates of which the said Association has received a part payment and has credited the said Martindale with the same: That in order to establish a definite loss the said Association charged off as a loss $23.33 on each share of stock and so notified the Defendant. After receiving the said notice the said Martindale in order to escape liability requested a release of his mortgages and at which time the said Association refused to release him without renumeration for said alleged loss; And that the said check of $2,000.00 was apart of the purchase price of said land and had no direct bearing upon the said loan of $1800.00 aforesaid, and was accepted upon the express promise of the said Martindale that he would see that the said Association would sustain no loss.

AND FURTHER ANSWERING said Bill of Complaint the said Defendant the Glen Burnie Savings & Loan Assoviation of Anne Arundel County claims the whole fund herein deposited by the Plaintiff.

Glen Burnie Savings & Loan Association of
Anne Arundel County, abody corporate,
By William F.Kuethe, President.

Robert E. Kindred.
Solicitor for Association.

Filed Sept. 21", 1937.

ANSWER OF HARRY V. MARTINDALE.

The defendant, Harry V. Martindale, answering the Bill of Complaint in this Honorable Court exhibited against him states:

1. That he admits the allegations contained in paragraph one of said Bill of Complaint.

2. That he admits the allegations contained in paragraph two of said bill of complaint.

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 he admits the allegations contained in paragraph six of said bill of complaint.

7. That he admits the allegations contained in paragraph seven of said bill of complaint.

And further answering said bill of complaint this Defendant contends that he was about to purchase a piece of real estate lying, being and situate in Anne Arundel County in the Fifth Election District thereof and made application to the other defendant, the Glen Burnie Savings and Loan Association, for a loan of $1800. thereof having a check for the sum of $2000 that the President of the Association stated to him that in view of the fact that the title may not be clear and that the Association's lawyer, Mr.Robert . Kindred,had to examine the title before the loan could be approved and especially in

view of the fact that he had no money in the property that he should endorse the said check to the Glen Burnie Savings and Loan Association and that they would put through the entire transaction. That he endorsed the check to the said Building Association and the same was deposited to its account in the County Trust Company, Glen Burnie Branch. That the check cleared all banks and the money was deposited in the general funds of the Glen Burnie Savings and Loan Association. That approximately two weeks later the Bank closed while the fund was deposited to its account. That the said Glen Building Savings and Loan Association received the cash dividend, the stocks and the certificates of beneficial interest in its corporation's name, have collected the greater portion of the beneficial interest and have never turned over the stock nor the beneficial interest to this Defendant and now desires to hold this Defendant for the balance of the money that it lost and still retaining the certificates of beneficial interest and stock in its own possession.

And further answering said Bill of complaint this Defendant claims the whole of the funds herein deposited.

And as in duty bound, etc.,

George B. Woelfel

Solicitor for Defendent H. V. Martindale,

H. V. Martindale

Defendant.

Filed February 26, 1938.

PETITION TO TAKE TESTIMONY IN OPEN COURT

To the Honorable, the Judge of said Court:

The Petition of Harry V. Martindale respectfully shows:

1. That the answer of both claimants to the bill of interpleader in this case has been filed and the case is now at issue.

Wherefore, your Petitioner, prays:

1. That the said case may be set down for hearing in open court on the first day of March, 1938, at 10 a.m., which said time is agreeable to all parties.

And as in duty bound, etc.,

George B. Woelfel,

Solicitor for H.V. Martindale

ORDER OF COURT.

Upon the aforegoing petition it is this 26" day of February, in the year 1938, by the Circuit Court for Anne Arundel County ORDERED that testimony in this case be taken in open court on Tuesday, March 1st,at 10:30 a.m.

Linwood L. Clark,

Judge.

Filed Feb 26, 1938

ORDER TO SUBPOENA WITNESSES

Frank A. Munroe, Clerk:

Issue Subpoena to the following Witnesses to testify for the Defendant: The GlenBurnie Savings & Loan Association, Monday, March 7, 1938, at 2:00 o'clock P.M.

James K. Cullen, Lexington Building,

Baltimore, Maryland.

Ernest R. Smoot, Glen Burnie, Md.

Robert E. Kindred,

Solicitor for Defendant.

Filed March 1st, 1938

Pages 185-185 come prior to this one.

J.H.H. No. 68 Equity
(E R R O R)
(SEE PAGES 185 and 186 prior to this page,)

Feb. 9 '33	3,045.00	1st	.12-	Feb. 9'33	102.00
Feb. 10 '33	25.00		.02	Feb. 9'33	4,164.65
Feb. 11 '33				Feb. 11'33	112.00
Feb. 13 '33				Feb.13'33	15.72
Feb. 15'33	36.05		.02	Feb. 15 '33	76.00
Feb. 20 '33				Feb. 20'33	2,217.50
Feb. 21 '33				Feb. 21,'33	70.00
Feb. 21,'33				Feb. 21 '33	1,897.61
Feb. 23 '33	105.09		.02		
				Balance Feb.24,'33	4,934.73

. . . . . .

OPINION BY LINWOOD L. CLARK, JUDGE,
April 27th, 1938.

This is a bill of interpleader filed by James K. Cullen, representing the First Federal Savings and Loan Association of Brooklyn, in which he deposited with the Clerk of the Court the sum of $375.00, of which $25.00 is designated as costs. The claimants of this deposit are the defendants Harry W. Martindale, and the Glenburnie Savings and Loan Association.

The record discloses the following facts:-

FIRST: August 13th, 1930, Harry V. Martindale received a loan of $2000.00 from the Glenburnie Savings and Loan Association and executed to it as security a mortgage on his home. All payments on same were regularly made.

SECOND: March 21st, 1933, Mr. Martindale purchased a new home and secured another loan of $1800.00 from the same Association, executing as security another mortgage. The agreed purchase price was $3500.00. He needed $3800.00 to cover all expenses and costs in connection with the deed and mortgage including some furniture items. He first asked said Association for the whole $3800.00. They were willing to lend only $1800.00. He borrowed from Alice Berst of New York the additional $2000.00 needed. This was in the form of a New York draft. He took it to the officials of said Association on Saturday, February 18th, 1933. He endorsed and turned over to said officials this $2000.00 Savings Bank draft on the Chase National Bank showing acceptance by the latter February 15th 1933. It was endorsed by Martindale tothe order of Glenburnie Savings and Loan Association which endorsement was suggested by the Bank officials, so Mr. Martindale testified. The Association on Monday, February 20th, deposited this draft in the Glenburnie Bank of the Eastern Shore Trust Company to the credit of the Glenburnie Savings and Loan Association, as part of a total deposit of $2217.50. This draft was cleared and the $2000.00 was continued as part of the corporate deposits of said Association. The Bank failed to open on February 25th, and the Association funds were tied up. The Bank reorganized in March 1933. The day is not shown by the record. On March 11th, 1933, said Association opened a checking account with the First National Bank of Baltimore and deposited enough money to put the Martindale mortgage through on March 21st, 1933. On the same day Martindale took title to said property. When this deed and mortgage transaction was consummated

(Continued on Page No. 187)

J.H.H. No. 68 Equity

STIPULATION BY ATTORNEYS.

John I.Rowe
James K. Cullen

John B. Rowe

Law Office
ROWE & CULLEN
1303-1304 Lexington Building
Lexington & Liberty Streets,
Baltimore, Md.

Telephones Plaza 6879
6898

March 3, 1938.

Mr. George B. Woelfel
Annapolis, Maryland.

Dear George:

After talking to Mr. Kindred on the telephone today I find that the testimony which he wants from me in the Martindale matter, and to which I can testify to the best of my knowledge and belief, is the following:

"That in view of a dispute having arisen between the Glenburnie Building Association and Mr. Harry V. Martindale, and the refusal of Mr. Kindred, as the Attorney for the Assiciation, to release the mortgages, except upon payment of an amount alleged to have been due over and above the mortgage indebtedness, I agree on behalf of Mr. Martindale, in conssideration of the release of said mortgages, that I would hold out $375.00 pending a termination or settlement of the dispute between the Glenburnie Building Association and Martindale,which sum I paid into Court in the pending interpleader proceeding."

I hope you can agree that if I were present I would testify accordingly;

I am sending a copy of this letter to Mr. Kindred.

Yours very truly,

James K. Cullen.

C:C

I hereby agree that if present Mr. James K. Cullen would testify to the above facts that are in quotation marks.

George B. Woelfel
Solicitor for Harry V. Martindale

R. E. Kindred
Attorney for
Glen Burnie S. & L. Asson.

Filed March 7th, 1938

EXHIBIT # 1 (photostat copy of check)

a/c No. 812-524 A-B New York Feb. 15, 1933, No. 9226

THE SEAMENS BANK FOR SAVINGS 1-172

Pay to the order of ALICE BERST $2,000.00

* * * * * * * * $2 000 99 CTS. Dollars

To The Chase National Bank 1-74
of the City of New York.

J. P. Montgomery Comptroller

J. R. Nelson, Teller.

ACCEPTED FEB. 15, 1933

PAYABLE THROUGH THE NEW YORK CLEARING HOUSE WHEN PROPERLY ENDORSED,

THE CHASE NATIONAL BANK, N. Y.

Pay to the order of Harry Martindale,

Alice Berst.

Pay to the order of Glen Burnie Savings and Loan Asso.

Harry Martindale.

41,53280

Received payment throufh New York Clearing House

Prior endorsements guaranteed
Feb. 23,1933
1-23 Guaranty Trust Co of New York 1-23
Successors to
Bank of Commerce in New York
National Bank of Commerce in New York, Transit Dept.

To any Bank or Trust Company or ORDER
Payments guaranteed Feb. 21,1933
UNION TRUST CO. OF MD. BALTIMORE
MD. W. D. Hahn, Treasurer.

EXHIBIT #2 with Testimony (7)

Law Offices
ROWE & CULLEN, 1404 Lexington Building
Baltimore, Md.

BALTIMORE, MD. May 12, 1936

MEMORANDUM OF SETTLEMENT.

MORTGAGE made by Harry V. Martindale & wife to First Fed. Savings & Loan

Property No. Two property Adjustment made to _

ALLOWED TO SELLER OR MORTGAGOR		$3900.00
COST OF TRANSFER		
Attorney for tTitle Examination , 2 titles 25.00 each	50.00	
Recording 1 Deed 3 Mortgages	8.50	
Notary fees	.70	
President and Committee fees	1.00	
Judgment Report Certificate of Liens	3.00	
Entrance Fee	39.00	
Total	102.20	
RETAINED TO PAY-		
Taxes for 193 Additions per	35.00	
Taxes for 193 Glen Burnie	1299.00	
Water Rent, 193 Berst	1649.03	
Paid to First Fed	288.48	
Held - per A. A. & costs	375.00	3748.71
BALANCE		151.20

EXHIBIT No. 8 °SALE OF REAL ESTATE

Sale of real estate made by Carroll F. Conley and wife, to Harry V. Martindale and wife, known as Lots 16-17-18-19, Section "I", on Plat of Brooklyn Park.

March 18, 1933.

Purchase price		$3,500.00
Paid on account	$ 100.00	
Tax adjustment to March 18, 1933	15.25	
By cash	$3,384.75	
	$3,500.00	$3,500.00

Robert
ber/ E. Kindred, Attorney, Glen Burnie, Maryland.

Loan $3,800.00

Check	$3,384.75	[illegible]
"	207.74	[illegible]
"	207.51	[illegible]
	$3,800.00	

EXHIBIT NO. C. GLEN BURNIE BANK STATEMENT (9)

GLEN BURNIE S. & L. ASS'N, GLEN BURNIE, MD.

THE GLEN BURNIE BANK of the Eastern Shore Trust Co.
Glen Burnie, Md.

Statement of your Account to close of business.

Jan. 31, 1933.	Balance brought forward			Jan. 31, '33	$3,648.65
Jan. 31'33	1,000.00		.02	Feb. 2 '33	241.50
Feb. 2,'33	500.00	60.00	.04	Feb. 2,'33	660.50
Feb. 8 '33	3,500.00		.02		

(See Page 184 for balance of this Exhibit)

J.H.H. No. 68 Equity

(Continued from Page 184)

the Association gave full credit to Martindale for the $2000.00 New York draft, in settlement with Mr. Conley and wife, the vendors.

The statement of this transaction was made up March 18th, three days before the mortgage as follows:

"Sale of real estate made by Carroll F. Conley and wife, to Harry V. Martindale and wife, known as Lots 16-17-18-19, Section "I", on Plat of Brooklyn Park.

March 18th, 1933.

Purchase price		$3,500.00
Paid on account	$100.00	
Tax adjustment to March 18, 1933,	15.25	
By cash	$3,384.75	
	$3,500.00	$3,500.00

Robert E. Kindred, Attorney,

Glenburnie, Maryland.

Loan		3,800.00
Check	$3,384.75 Conley	
"	207.74 Ass'n.	
"	207.51 Martindale	
	$3,800.00	

THIRD. May 12th, 1936, Martindale obtained a loan of $3900.00 from the First Federal Savings and Loan Association of Brooklyn, and offered as security his two residence properties purchased in 1930 and 1933 as hereinbefore shown. This Loan was obtained to pay the balance due the Glenburnie Savings and Loan Association and Alice Berst, New York, and other accruals. Thereupon the Glenburnie Savings and Loan Association, in addition to the payment of the $1800.00 loan, demanded $375.00 on account of an alleged loss resulting from the deposit of said $2000.00 draft in the Glenburnie Bank, and refused to release said $1800.00 mortgage, until said alleged loss was paid. Mr. Martindale objected to this. Finally, because of long and expensive delay Mr. Martindale agreed to allow Cullen, Attorney for the First Federal Savings and Loan Association to withhold said $375.00 from the refunding loan of $3900.00, pending a determination or settlement of this dispute between the Glenburnie Savings and Loan Association and himself. The settlement sheet shows the payment of the balance of said $1800.00 mortgage loan due the Glenburnie Savings and Loan Association and Alice Berst of New York, and other expenses connected with said transaction.

FOURTH: In addition to the foregoing documentary evidence the record contains statements of Mr. Kuethe, Secretary-Treasurer and Mr. Kindred, Counsel for the Glenburnie Savings and Loan Association, to the effect that they told Mr. Martindale when he brought said draft to them, that they did not want to assume respondibility for collecting it, not because the draft was not perfectly good, but that the Glenburnie Bank was not so safe. Mr. Kuethe put it this way (record page 11); "I told him very definitely I was not so sure of the condition of the Glenburnie Bank," And Mr. Kindred testified (record page 22),"You must understand while I consider the check was good, I did not consider the Glenburnie Bank was good." These statements seem to have been imposed a duty on the part of the officials of said Association to withdraw what they had in this Bank, rather than to have made Mr. Martindale responsible for the alleged

loss resulting from the $2000.00 deposit. It is not easy to believe Mr. Martindale understood these gentlemen when they made these statements to him.. Nor is it easy for the Court to understand, in view of such misgivings and doubts about the Bank, that there should have been made two other deposits aggregating $1967.61 on the very next day, February 21st, 1933.

Then there is testimony by the officials that at that time and since, that Mr. Martindale assured them he would protect the Association against any loss from handling the $2000.00 draft. This is denied by Mr. Martindale.

FIFTH: It should be noted that upon the reorganization of the Glenburnie Bank, the Glenburnie Savings and Loan Association in liquidation of its general deposit account, accepted for each $100.00 standing to the credit of said Association, $50.00 in cash, $16.67 in a certificate of beneficial interest, and $33.33 in commoon stock. This settlement the Association still retains.

The principal question of law presentedby this record may be stated as follows: If the whole of said $1800.00 mortgage debt is paid, may the Mortgagee Association legally refuse to releasethe mortgage, until the Association is reimbursed for an alleged loss arising out of the performance of a draft-collecting service to the mortgagor, as shown in the evidence? This question seems answered by several early Maryland cases. In Brown vs Stewart, 56 Md., 432, after disallowing application of the doctrine of tacking, the Court said at page 430: "In the first place, it being conceded that the mortgage debt has been fully paid, it has long been the settled law in this State, that, even in Courts of law, after the mortgage is satisfied, the legal estate is regarded as having reverted to and become vested in the mortgagor, or those claiming under him; and that the mortgagee can neither recover in ejectment upon such mortgage title, nor set it up in defense, as against the mortgagor or those who may hold under him. Morgan vs. Davis 2 H. and McH. 9, 17; Paxon vs Paul, 3 H. and McH. 399; Beall vs Harwood, 2 H. & J.167." No further discussion on this question seems necessary. These authorities seem conclusive of the issue presented in this interpleader.

Pratically all the testimony related to the question of liability for an alleged loss resulting from the deposit in the Glenburnie Bank, February 20th, 1933, of the $2000.00 draft as explained in the evidence. Counsel for Mr. Martindale contended that this check should have been given the status of a special deposit and thus be impressed with a trust, and not deposited in the Corporation's general checking account, and thus subject to any one of the possible contingencies that might arise out of the simple relation of debtor and creditor between the Bank and said Corporation. (Terminals Company vs Hospelhorn, 172 Md. 298). If involved in this case, the question would be, If one of these contingencies happened, as it did in this case, could the Association place liability upon Mr. Martindale? That it could not, seems to be supported by the authorities, and likewise seems to have been so interpreted by subsequent actions of the Association. The Association returned the whole $2000.00 to Martindale in THE Conley transaction, by paying to Mr. Martindale the balance of $207.51 remaining in its hands after settling with Conley and paying all expenses of the mortgage transaction. Now, after three years the Association seeks to recapture a part of this $2000.00 as herein shown. The Court does not seem called upon to cite authorities or discuse this point any further. An Order will be signed in conformity with this Opinion.

LLC/cmh.

Linwood L. Clark, Judge

Filed April 27th, 1938

J.H.H. No. 68 Equity

O R D E R .

This cause standing ready for hearing on Bill of Interpleader, answers and testimony, and being submitted on briefs, and the proceedings having been read and considered; and it appearing that Frank A. Munroe, Clerk of the Court holds the $375.00 in the bill mentioned, for the true owner, without claiming any right or interest therein:

It is thereupon, this 29th day of April 1938, by the Circuit Court of Anne Arundel County, Adjudged, ORDERED and Decreed:

FIRST: That Frank A. Munroe, Clerk of this Court, pay the costs of the proceedings in the case of Harry V. Martindale vs James K. Cullen, the same being No. 1 Trials, April Term 1938, in the Circuit Court for Anne Arundel County.

SECOND: that the said Frank A. Munroe, Clerk, pay the costs of these proceedings.

THIRD: That the said Frank A. Munroe, Clerk, be, and he is hereby directed to pay to James K. Cullen, Esq., the sum ofTWENTY FIVE DOLLARS ($25.00) for professional services rendered in filing this bill of interpleader.

FOURTH: that the said Frank A. Munroe, Clerk, be, and he is hereby required to pay the balance to Harry V. Martindale after the expiration of 60 days provided no appeal is taken from t is decree.

Linwood L. Clark,

LLC/cmh Judge.

Filed April 29th, 1938.

Testimony taken before the Court March 7th, 1938.

Mr. George B. Woelfel, Attorney for Plaintiff.

Mr. Robert E. Kindred, Attorney for Defendants.

Juliet D. Strahorn, Court Stenographer.

°°°°°°°°°°Stipulation before the Court.

It is further stipulated by the claimants that the stock as evidence in this case will be considered par value or $10 per share,and 70% has been paid on account of the par value of the certificates of beneficial interest of the County Corporation of Maryland.

WITNESSES.

Harry V. Martindale . . . . . .2 to 6...6 to 10

Fred W. Kuethe, ...11 to 15--15 to 19.

Robt. E. Kindred . . . .20 to 21---21 to 22.

Ernest R. Smooth, ... 23

Harry V. Martindale, a witness being duly sworn, deposes and says:-

1. State your name and address?

A. Harry V. Martindale, No. 5-9th ave., Brooklyn Park, Md.

2. How long have you lived there?

A. About three years, I am a Vustom Inspector in the U.S.Custon service.

3. On or about August 13th, 1930, did you borrow any money from the Glenburnie Savings and Loan Association?

A. I borrowed some money from the Glenburnie Savings and Loan Asso. I don't recall the date, it was $2,000. that was on another property.

4. Did you pay regularly on account of that mortgage?

A. The first one, I would say that I did,

5. Did you go back to borrow any more money from the same Association during the year 1933?

A. I did.

6. Tell us what happened at that time, why did you want to borrow?

A. I wanted to borrow it to buy the piece of property in which I now live.

7. What amount were you to pay for this property?

A. $3500.

8. How much cash did you have to put into it?

A. I had not any.

9. What happened when you first went to the association, how much did you intend to borrow?

A. I think I asked for $3800.

10. What reply did you get?

A. I was told they did not have any money to lend at that time.

11. Did you subsequently go back to them?

A. I first wrote and received a check from New York from a party there for $2,000, and then went back and asked a second time for the balance of the money.

12. Was that check made payable to the order of Alice Berst and dated February 15th,1933?

A. As near as I can remember it was.

13. I will ask you to look at this photostat copy of a check and the endorsement and tell us whether that is a photostat of the original check?

A. I would say it is because I recognize my writing on the back of it.

°°°°°°°° Offered in evidence marked Exhibit No. 1.

14. What did you do when you got the check?

A. I went back to see Mr. Croggin who was acting President of the Glenburnie Loan Association and asked him a second time about loaning me the balance of the money needed to buy this property, and I handed him the check and he looked at it, and told me that that would alter the the circumstances that he thought it would be possible with that check to lend me the balance of the money due. However, he would have to talk to Mr. Kindred about it first, so we then went to Mr. Kindred's home, and there was a discussion about lending me the rest of the money, and it was finally agreed to lend me the balance of the money due, $1800.. I was told it would be necessary to go down and see this piece of property that I wanted to buy, and that we would go down right after dinner as Mr. Kuethe would be home from his office on or about 1 P.M., that evening.

15. Was that all the conversation had in Mr. Kindred's office with you and Mr. Croggin?

A. I don't recall the entire conversation. I do recall that Mr. Ceoggin said that with that check he thought they could loan me the balance of the money, and Mr. Kindred said he did not think the association should take the check, and Mr. Croggin said he saw no reason why they should not, and Mr. Kindred said if you take the check put it in the First National Bank, and Mr. Croggin asked why, was he afraid of anything happening to the Glenburnie bank and Mr. Kindred said No, he would not go so far as to say that but he thought it would be to their best interest to put it in the First National Bank.- and I was told later we would have to go down that evening and inspect the property or whatever it is they do to grant a loan, they would stop at my house and I would go with them.

16. Who had the check when you left that office?

A. Mr. Croggin handed me back the check when I left Mr. Kindred's office.

17. At the time these negotiations occurred that first mortgage was still outstanding with the balance due on it?

A. Yes, about $600 or $700.

18. Did Mr. Croggins and Mr. Kuethe stop for you at your home?

A. They did.

19. What did you do then?

A. I got in the car with them and went down to the piece of property located on 9th avenue, Brooklyn Park. We went in and they made a hasty inspection, and said they saw no reason why they could not lend me the balance of the money under the circumstances, and we returned to Glenburnie. When we got into Glenburnie we were in Mr. Kuethe's car and he stopped to buy some gasoline at a gasoline station. This station was approximately a block or block and a half from my residence at that time, and as I was getting out of the car the check was again mentioned, I cannot say positively whether Mr. Kuethe or Mr. Croggin said "How about the check", or words to that effect. I again told them I would gladly turn the check over to them, and as I went to endorse it Mr. Kuethe asked me if I knew how to endorse it and I told him I presumed in the usual manner by signing my name on the face of the check, he told me "No, I should girst write Glenburnie Savings and Loan Association" and then sign my name which I did. I am not sure whether I gave it to Mr. Kuethe or Mr. Groggins , which one of the two I handed the check to, and then I walked on home and left them at the gasoline station.

20. What day was that you gave them the check?

A. If I am not mistaken it was February 18th.

21. Did the check go through the Bank?

A. So far as I know it went through the bank and the $2,000 was deducted from the account of Mrs. Berst.

22. And you had to pay the $2,000 back to Mrs. Berst?

A. I have.

23. The check was deposited to the credit of the Glenburnie Building and Loan Association?

A. So far as I know it was.

24. Did you succeed in getting the $1800 loan?

A. Eventually.

25. The settlement took place on March 18th, 1933?

A. Yes.

26. You signed one mortgage that day for $1800?

A. I did, yes.

27. You received the sum of $207.51?

A. I received a certain sum of money.

28. Did you ever pay off that $1800 loan?

A. Yes, I re-financed both places, because they had a mortgage on both places, to the 1st Fed. Savings and Loan Asso. of Brooklyn.

29. Who was attorney or solicitor for the 1st Fed. Savings and Loan Association?

A. Mr. James J. Cullen.

30. A t the time of the settlement which Mr. James J. Cullen on behalf of the latter named association put through did he withhold any money belonging to you?

A. He withheld $350 and $25 Court costs.

31. Why did he withhold $375?

A. I can only tell you what he told me. °°°Objection.

32. Did you consent for Mr. Cullen to withhold this $375?

A. I suppose it would be considered I did.

33 Why did you do it?

A. Because my money had been tied up for approximately eight months and I was paying interest to the holders of the first mortgage on my property and to the holders of the second mortgage on my property and on the $3800 I was trying to borrow from the 1st Fed. Savings and Loan whichever that was, and that was quite an expensive item and I wanted to get it settled one way soon as possible, and I constantly kept after Mr. Cullem to do something one way or the other, and was told Mr. Kindred was holding the matter up and he was doing all he could possible to straighten it out for me, and finally I met Mr. Cullem in the Brooklyn bank and he told me that the matter had been straightened out with the exception of $350 and $25 court costs which he would withhold until such time until the Court could decide who was rightfully entitled to it.

34. You sued James J. Cullen for the money in this Court?

A. Yes.

35. It was then Mr. Cullen came in and filed this Bill of Interpleader?

A. Yes.

36. Did you pay the Building Association the full $1800 owing them on their mortgage?

A. I have a statement here from Mr. Cullen saying that he did.

°°°°Offered in evidence as Exhibit No. 2.

37. Mr. Cullen has never paid you that $375?

A. No.

(Court)

38. Of the amount you borrowed from the Building Association there is due this sum of $375?

A. Yes.

39. And because of the fact the Glenburnie Savings and Loan Association are also claiming that, it is being withheld until the Court determines which of the two is entitled to it?

A. Yes.

(Woelfel)

40. And it was your money and deducted from your loan?

A. That's correct.

Cross Examination.

(Kindred)

1. When you received this check from Mrs. A. Berst for $2,000 drawn on the Seaman's Bank, why did you not deposit that in your own account?

A. I held it to show Mr. Croggins in the hopes I could get the balance of the money due, due to the fact that I had put up $100 on account of the purchase price, and they gave me thirty days.

2. Thoughtyou said you did not have any money, that you paid nothing on account?

A. I don't know that I said that,-I could not have said that.

3. Do you remember the conversation referred to in my office between Mr. Croggins,yourself and myself in which you said in response to my opinion that we should not take the check,

do you remember I advised you to take this check to the First National Bank in Baltimore and to clear this check, and when you would have the check cleared through New York you could take the money and pay off the balance of the purchase price?

A. No, I don't remember that conversation.

4. Don't you remember anything about it?

A. No, I can't say I can because the check was good so far as I knew, and you seemed to have some doubt about it, you did not say so but I got that impression, that you did not want to take the check.

5. What did you gather from that conversation?

A. You told Mr. Croggins not to take that check.

6. What was in your mind?

A. When you told him not to take the check I felt thst something_wrong with it.

7. Did you ask me why should not Mr. Croggins take the check?

A. I don's remember asking you that question, no.

8. Do you remember, in response to a question I asked you, that you said that if the association loses any money on this transaction I will make it good?

A. Did I say transaction or check?

9. Well, put it check?

A. I said nothing wrong with the check, I was sure it was good and you could not lose anything on it, I said I would stand back of it.

10. Don't you remember I told you I did not like the Bank conditions in this State, do you remember that?

A. You are asking me to remember things to my mind were immaterial at the time, I don't want to say I understood you to say something if I am not correct in my mind, my memory does not serve me correctly. You might have said something at that time and you might quote it today with a little different meaning.

11. Did I not advise you to take your check and deposit it in the First National Bank in the City of Baltimore?

°°°°Objection. Overruled.

A. I don't remember Mr. Keuthe advising me to do that.

12. I believe you said you purchased this property for the sum of $3500?

A. Yes.

13. You borrowed $3800?

A. That's right.

14. How much did you pay Mr. Carroll F. Connelly?

A. I should have paid him $3300, I bought some fixtures and gas stove I don't recall exact figure, may have been $3384. I paid him $100

15. That check was dated March 21st, 1933?

A. Yes.

16. Who made payable to?

A. Harry V. Martindale.

17 Who is it endorsed by?

A. First by myself and then Carroll F. Connelly for $3384.75.

18. That was for the purchase price of this house in Brooklyn Park?

A. The house and stuff.

19. Did you receive a check from the association in the amount of $207.51?

A. Yes, I did, that was made payable to Harry V. Martindale and endorsed by Harry V. Martindale.

20. I hand you that check for $207.74 was that made payable to you?

A. It was.

21. Any other endorsement on that check?

A. Stevens Motor Company.

22. Add up that list there and tell what that is?

A. That makes $3800.

23. You received $3800 from the association?

A. That's right.

24. You borrowed $1800?

A. That's right.

25. You signed a,mortgage for how much?

A. For $1800 I assume.

26. Did you say in the presence of Mr. Fred W. Keuthe and Mr. James Croggins that if the association sustained a loss on this $2000 check, that you would make the difference good, before the acceptance of the check?

A. No. I did not say that to Mr. Keuthe or to Mr. Croggins, I think the two of them were with me that Saturday afternoon.

27. What did you say?

A. I don't recall making any mention at all of the check to them, all I said about the check was said to you in your office (Mr. Kindred).

28. I am asking about the conversation between Mr. Keuthe and Mr. Croggins, I was not present, what did you say, if anything, about the potential loss through this check?

A. I don't remember saying anything to Mr. Keuthe and Mr. Croggins that afternoon.

29. Later, after the transaction was out through March 31st, 1933, did you have any conversation with Mr. Keuthe the Secretary and Treasurer of this association regarding any potential loss on this $2000 check?

A. Yes I did.

30. What was the conversation?

A. I met Mr. Keuthe one afternoon, I would say possibly a month later after the transaction had been closed, April or May, and he said "Well, you know what happened, don't you? The Bank closed with the check"? And I said "that's very bad, I was very sorry to learn it", and he said " "we feel you should do something about this, you should stand some of this loss", I think he said "you should stand some or this loss", and I said "why do you say that", and he said "well, we took this check just to do you a favor and help you out lending you this money and so forth and so on, and we stand to lose $2,000 in this bank. I did feel very badly that the Bank had closed with this money and I could understand how they felt about it, and I told him I was very sorry it happened, and that if in the future I could see my way clear to help them with the loss I would do it even though I did not at the time feel I was in any way responsible directly or indirectly for the loss of this $2,000.

31. Did you have a further conversation with Mr. Keuthe when he asked you to open up a free share account giving you an opportunity to pay this money off monthly,subsequent to the transaction?

°°° Objection. Sustained.

32. That day was February 18th, 1933?

A. If that was the day I gave you the check, and I think that was the day I gave you the check, it was on a Saturday.

33. When did the Banks close, if you know?

A. I think they failed to open their doors the following Saturday, the ones in Glenburnie.

Re-Direct.

(Woelfel)

1. This check for $207.74 given you by the Glen Burnie Loan Association by you and under it endorsedment for Deposit on Stevens Motor Company, did you negotiate that check with the Stevens Motor Company?

A. No that is the check to pay expenses to put this deal through, I turned it over to Mr. Keuthe, I suppose he deposited it, that was not on it when I signed it.

2. This check with endorsement Ideal Furniture Company for $207.51 did you negotiate with the Ideal Furniture Company?

A. I paid them for some furniture.

3. Did you give this check for $3384.75 to Mr. Connelly or did some body else give it to him?

A. I am afraid I cannot answer that, I don't remember who gave it to him, whether I did or Mr. Croggins, I endorsed the check and some papers had to be signed.

4. In other words Mr. Connelly was right there present to get that check when you endorsed it?

A. Yes, he was.

This concludes testimony on behalf of the Plaintiff.

Testimony on behalf of the Defendant continued at the close of the Plaintiff's testimony, same day.

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

(Kindred)

1. State your name and residence.

A. Fred W. Keuthe, Glenburnie, Md.

2. What is your occupation?

A. Secretary and Treasurer of the Glenburnie Savings and Loan Asso.

3. How long have you been employed by the association?

A. Thirteen years.

4. Do you know Mr. Martindale?

A. I do.

5. You were employed there when Mr. Martindale put his first transaction through in 1930?

A. I was.

6. Did he use to make regular payments to the association?

A. He paid exceptionally well.

7. Were you present with Mr. Martindale and Mr. Croggins when made inspection of the property in Brooklyn Park?

A. I was.

8. You heard Mr. Martindale's testi ony regarding this check? Did you take the check, or Mr. Croggins?

A. Mr. Croggins brought the check to me.

9. Was Mr. Martindale present?

A. No.

°°°°° Objection to anything said.

Mr. Croggin handed me this check for $2,000 and I took the check and went to Mr. Martindale and told Mr. Martindale we would not clear that check for him. He asked me why and I told him we had no interest in the check and I saw no reason why we should clear it for him, and he insisted we should clear it for him, and he insisted I give him a good reason why we would not, and I told him very definitely I was not at all sure of the condition of the Glenburnie bank and I was not sure just when his mortgage would go through, and I did not want to run any chance of the bank closing up with that $2000 in our account.

10. What did he say in response to that?

A. Mr. Martindale insisted we take the check and clear it for him and he said "if you will clear that check I will see to it you don't lose anything as a result of it."

11. Were you referring to the Glenburnie Bank of the Eastern Shore or to the New York Bank?

A. I was very definitely referring to the Glenburnie Bank because it did not make any difference to me whether that check cleared or not my only interest was in the $1800 mortgage, we had no interest in that $2,000 check.

12. After you received that check for $2,000 what did you do with it?

A. The check was deposited to the credit of the anticipated mortgage account, and I numbered the account with the next mortgage number referring to the Building Association records.

13. I am asking you when you received this $2,000 check how did you credit it on the Association books?

A. The check was credited on the anticipated mortgage account and given the next mortgage number.

14. That would be a loan account?

A. That's right.

15. Was any consideration paid the association for taking this check from Mr. Martindale?

A. The only consideration was Mr. Martindale completely sold me on the idea if we sustained a loss by clearing that check for him that he would see to it that we did not lose anything.

16. When the Eastern Shore Trust Company, Glenburnie Branch closed its doors how much money did it have in frozen assets?

A. $4,934.73 including the $2,000 that we deposited for Mr. Martindale.

17. After the Glenburnie bank closed did you have enough money to put this transaction through?

A. Not at once, no.

18. What did you do in order to put this loan through, if anything?

A. One of the Directors suggested that it might be possible to get additional Free Share money from one of our depositors, and upon mention of his name, I am not sure whether Mr. Martindale said he knew him or that "he would like to use his Christian Science on him" but for one reason or other he said he would like to go along when this man was interviewed, and Mr. Martindale said afterwards," while this man was deliberating as to whether to put this money in the association, that he stood at the window in his living room and prayed the whole time that he would deposit that money so the mortgage could be put through."

19. Did you finally put the mortgage through?

A. We did on March 21st, 1933.

20. In that transaction did you pay off the purchase price for the real estate?

A. We did.

21. Also the furniture?

A. I don't know about that. That check represented the balance from the proceeds and just turned over to Mr. Martindale.

22. Did you give the parties in that matter copies of the statements of the transaction?

A. Mr. Martindale has one.

(Court) I want a statement of the Building Asso. claim, and how they arrive at it, and a statement of the settlement with the Federal Asso. I want to see how the association arrives at their claim.

23. I hand you this paper, tell the court what that is?

A. This is a carbon copy of the account showing the expense of putting through the mortgage for $1800 for Mr. Martindale on his Brooklyn Park home.

°°°°Offered in evidence as Exhibit A.

24. What is this paper?

A. This is a statement showing balance die Mr. Carroll Connelly from Mr. Martindale on the purchase price of his home.

°°°Offered in evidence as Exh. B.

25. Did you have a further conversation with Mr. Martindale regarding any potential losee on this $2,000 check, and connect it up, if you can, with prior conversation before the association received this check, Have you had any subsequent conversation with Mr. Martindale on that subject?

A. I have on several occasions. On several occasions after that when Mr. Martindale came into the building. Association.

26. That was after the transaction had gone through?

A. Yes. After the mortgage had been signed and the money delivered. I asked him if he would not open a Free Share account and deposit in that account something each month to take care of the associations anticipated loss as a result of clearing that check for him, and each time, as I recall, in substance was "I told you I would see to it that you did not lose anything and you have not lost anything yet, so I will not do it".

27. As Secretary and Treasurer of the Glenburnie Savings Institution did the Board make any recommendations as to the stock held by the association which they received from the Bank in payment of the loss of its deposit?

A. At the annual meeting last year the Board of Directords decided that we were not issuing a true financial statement when we showed the bank stock to be the amount that the bank charged us for it, and upon motion I was instructed to reduce the book value of the stock from 33-1/3 to$10 per share, which was the par value of the stock.

28. Do you remember at the time when this bank closed the plan was to charge the depositors $33.33 on each share of stock, do you remember that_

A. Yes, for each $100 you got $50 in cash and $16.67 in certificates of beneficial interest and $33.33 in stock for each $100, the stocks par value was $10., that showed a net loss of $23.33 on each share.

29. Will you look at that statement and tell the Court how much loss we have sustained on this Martindale transaction?

A On the Martindale transaction the original check was for $2,000, after the re-organization of the Bank we were given $1,000 in cash and $333.34 in certificates of beneficial interest, and since that time we have received two stock dividends of $4 each making a total credit of $341.34, assuming that the bank stock is worth the par value which is $10 that total would be $200 leaving a loss that the Building Association has sustained of $458.60, that is giving full credit for the beneficial certificate.

30. At the time Mr. Martindale made application for the second loan of $1800, did the association have an account in the First National Bank of the City of Baltimore?

A. It did not.

31. I hand you this book, will you state when the association first opened the account?

A. The Glenburnie Savings and Loan Association opened a checking account in the First National Bank of Baltimore on March 11th, 1933.

32. When did you have enough money in the First National Bank to put this loan through?

A. March 21st.

33. Do you remember when the Glenburnie Bank closed its doors?

A. February 24th.

34. Look at this check Exhibit No. 1 and state when the Bank received this check?

A. February 20th.

35. What day in the week was that?

A. Monday. We received it Saturday afternoon and it went in the Bank on Monday.

Cross Examination.

(Woelfel)

1. You say the reason you did not want to take this check was because you thought the Glenburnie Bank would close?

A. That's right.

2. Do you make all bank deposits?

A. Yes.

3. You made this one on February 20th did you not?

A. That's right.

4. What other money did you put in there besides this $2,000?

A. Some other money that came in that day.

5. You were not afraid of the Bank closing with that money?

A. That was the money of the building association. No reason why I should not put that in without question.

6. On the following day you put in over $1900 in the bank, were you afraid to put that in there?

A. Whether afraid or not we had no other account and it was building association money.

7. And that was the reason Mr. Kindred was anxious to start this account in the Baltimore Bank?

A. He was not anxious

8. This $2,000 was Building Association money?

A. No.

9. Does not the endorsement say "Pay to the order of the Glenburnie Association", did you deposit it to the "General" account?

A. Yes. Put it right in with the other money.

10. Do you know that in the re-organization of the Glenburnie Bank of the Eastern Shore Trust Company in which you deposited this $2,000 check together with some other money, that had you deposited the same in trust as you set it up in your cash book that you would have gotten that money back, dollar for dollar?

°°° Objection.

In other words if you had ear marked that money as a trust in which you had no beneficial interest that you would have gotten it back dollar for dollar?

°°°°°°Objection.

A. No.

11. As a matter of fact you stated you had no interest in that $2000 check, did you not have an interest in it?

A. Not if payment had been stopped on the check for some reason, it would not have made any difference to us.

12. Was not this a Cashier's check, you cannot stop payment on those?

A. I don't know whether you can stop payment on it or not.

13. That's what you were worried about?

A. No, I was worried for fear the Bank would close up with that money in there.

14. And you were putting other peoples money in the bank when you were worried the bank would close?

A. No.

15. You ask to have this statement put in evidence of the Building Association general account, is that correct?

A. Yes.

16. Who tore tha balance sheet off the side?

A. The Bank always tears that off before they send it out.

17. So you can tell your balance from day to day?

A. That's right.

18 All County Trust Companies don't sent them out that way?

A. I don't know about that.

19. How do you tell your balance on that?

A. Look at the balance at the bottom of the sheet.

20. Did you have a total of $207.74 interest in this property if the transaction went through?

A. Yes.

21. You had $18 entrance fee?

A. Yes, you have it all there.

22. $18 fee, $9 interest $25, and $1.50 President's fee $4.50 committee $1.50 Notary, $15 legal service, $60 to Maryland Title Company, $75 Lawyer's fee, recording $6.25, City and County taxes $70.24, and $3.50, if this transaction had not gone through you would have gotten in the whole $270.74 minus $73.50 and $134.24 in the whole?

A. I don't know just what you are getting at.

23. If you had disregarded this $2,000 and put through the $1800 mortgage, this $207 or $270. would have come out of the $1800 mortgage? Martindale was buying the house for $3500, you knew that?

A. Yes.

24. You know $1800 would not pay for it?

A. That's right.

25. You knew unless Martindale raised some money to pay for it the transaction would not go through?

A. Yes.

26. You knew if you examined the title and prepared the mortgage you would have had $124.35 expenses?

A. Not if it had fallen through, we would not then have had entrance fee, principal payment, President's fee, Committee fee, and Notary fee. I cannot answer about the Title Guarantee and would not have had any recording or taxes.

27. You had gone out and performed your part of the services for expenses?

A. Assume $4.50 less then.

28. And the Title Company would have examined it?

A. I cannot answer you with regard to that?

29. You would have had an inspection fee you earned and did not get?

A. That's right, $4.50 we would not have had any expenses had it fallen through except what the Title Company might have had.

30. Your's and Mr. Croggins' fee depended on this loan going through?

A. Of course it did.

31. You did have an interest in seeing the transaction went through?

A. A fee of $4.50 and interest, yes.

32. Why did you charge it?

A. The policy is not to make any charge for committee fee on any application that does not go through.

33. Why do you charge that $4.50 if it was not an interest?

No answer.

34. This check did clear?

A. Yes.

35. You gave credit in your bank for it?

A. Yes.

36. How long ago has it been since the bank re-organized?

A. In March, 1933.

37. Did you send Mr. Martindale this stock?

A. No.

38. Did you send him the certificates of beneficial interest?

A. No.

39. Were they in Mr. Martindale's name?

A. No.

40. Did you ever write Mr. Martindale and offer to transfer these certificates to him upon his paying the $1,000 you lost?

A. Did not write him because he came in so frequently I could talk to him every time he came in.

41. Suppose you had deposited some other of Mr. Martindale's money in a bad bank, would you hold him for it?

°°°°Objection. Sustained.

42. When the transaction went through he only signed a mortgage for $1800?

A. That's right.

43. He paid you that $1800?

A. Yes.

44. You refused to release the mortgage?

A. Yes.

45. Why did you not tell him to make that mortgage for a larger amount?

A. Because of the definite promise Mr. Martindale had made to us, Mr. Martindale had been very prompt in the payment of his obligations, he is a very religeous man, had put all dependance in him, we had a mortgage on his Glenburnie house he had pratically paid off, we had what we considered a very small mortgage on this Brooklyn Park property and we had his definite promise that he would not see us lose anything on this transaction.

46. You said he "sold" you, did you ever hear Mr. Kindred say he hypnotized him or put a spell on him?

°°°°°°Objection. Sustained.

Robert E. Kindred, a witness being duly sworn, says:

On or about the 18th of February, 1933, far as I can recall, Mr. Martindale and Mr. Croggins came to my office, Mr. Martindale had with him a check for $2,000 drawn on a New York bank, and stated that he had made application to the Glenburnie Loan Association for $1800 and asked my advice on depositing this check in the Association's account. I advised Mr. Martindale that I could not approve of taking this check on account of the bad financial structure of the Banking system of Maryland. Mr. Martindale urged me to tell Mr. Croggin to take the check, and he stated definitely that if the association received any loss by reason of taking this check for deposit he would see that the association sustained no loss. I advised Mr. Martindale to take his check to the First National Bank and make a deposit and when the proper time arrived to pay the balance of the purchase price to the purchaser. He had informed me that he had purchased a residence in Brooklyn Park for $3500. The Banks closed shortly after the association took the check for deposit. I communicated with Mr. Martindale by letter informing him that I would settle this matter for $500. Mr. Cullen was representing Mr. Martindale in this transaction and I had several conversations with Mr. Cullen, and had definotely decided to make a proposition with Mr. Cullen to turn over the stock and beneficial certificates and that was in 1936 during negotiations with Mr. Martindale and Mr. Cullen. When Mr. Cullen either wrote me or phoned me asking me to release these two mortgages that the Glenburnie Association held, I told Mr. Cullen that Mr. Martindale owed the association some money and that before we released our mortgages it would be necessary for Mr. Martindale to pay the indebtedness. I don't know what happened, but later Mr. Cullen came to see me at my office and said that he represented Mr. Martindale and said if we would release the two mortgages he would place in escrow,---

°°°Motion to strike out everything said to Mr. Cullen, or all conversation between Mr. Kindred and Mr. Cullen out of the presence of Mr. Martindale.

Mr. Martindale was a resident at that time of Glenburnie when he made his application and I was personally acquainted with him, sowere all the directors, and this loan was made on the financial responsibility of Mr. Martindale, and made on his promise that if we sustained loss that he would make good any loss.

CROSS EXAMINATION.

I. With his responsibility he could not borrow that $3800 or $3500 until he put up some money, you did not take his responsibility for the consideration then?

A. We did take his responsibility into consideration but when we loan money we have a by-law that states we cannot loan money on property more than 70% of the appraised value, and we considered that was a fair loan under existing circumstances.

2. Assuming his responsibility was so high, why did you insist on his depositing that money in the First National Bank himself, if he guaranteed that payment or felt responsible?

A. That conversation was prior to the time when he stated he would make good any loss to the association, when he first came in I advised him to take it to the First National Bank and deposit it.

3. Where was this endorsement made, up to the Glenburnie association,-was it made in your office?

A. No.

4. Did you recommend to the association that they put it in the general account?

A. No, I recommended that we would not take the check at all.

5. Then you don't know anything about the circumstances attending the taking of the check?

A. I saw the check, but I don't know anything transpired subsequent to the date of the deposit.

6. Then something transpired after it left your office?

A. I don't know.

7. How do you know he guaranteed payment of that check?

A. He said that if the association would take the check he would guarantee that the association would sustain no loss.

8. Why did he insist on giving you this bank check, a draft on the Seaman's Bank of the Chase National Bank, and accepted by the Chase National Bank?

A. It is a Savings Account check. You must understand while I considered the check was good I did not consider that the Glenburnie Bank was good.

9. Then why was he insisting on giving this check away to the Glenburnie Bank Association?

A. You will have to ask him that.

10. You will have to ask him that.

(Court) When does the Building Association meet?

A. First and second Wednesday in each month.

Ernest R. Smoot, a witness duly sworn, deposes and says:-

(WOELFEL)

1. What office do you hold in the County Trust Company?

A. Some consider it as Manager of that Branch, some as Assistant Cashier.

2. How long have you been connected with that Bank?

A. Since the re-organization with the County Trust Company prior to that. Been with the Trust Company since November, 1922.

3. Altogether been in that Bank sixteen years?

A. Since that time, yes sir.

4. In the re-organization of the Bank what provision was made for trust funds?

A. I think, if my memory serves me correctly, Trust and Attorneys Accounts were Fiduciaries.

5. Had this money been earmarked as being held in trust it would have been exempt?

°°°°OBJECTION. Sustained.

6. What it this paper I hand you marked Exh. No. 1?

A. Draft drawn by Seamans Bank for savings on the Chase National Bank of New York City and accepted by Chase National Bank on Febry. 15th.

7. Is that equivalent or as good as a certified check?

A. I think so.

Filed April 20, 1938.

EXHIBIT A. (Assn)

Plaza 3239 Glenburnie 91--. Baltimore, Md. March 18,1933.

Harry V. Martindale and Sarah B. Martindale,

GlenBurnie, Maryland.

TO ROBERT E. KINDRED, DR.
Attorney At Law
805 Calvert Building

To Professional Services Rendered

To entrance fee	$18.00	
To Principal	18.00	
To Interest	9.00	
To Book	.25	$ 45.25
To President's fee	1.50	
To Committee	4.50	
To Notary	1.50	7.50
To legal services	15.00	
Maryland Title Guarantee Company, Inc.,	60.00	
Recording	6.25	
To State and County taxes	70.24	
To Revenue stamp	3.50	154.99
	$207.74	$207.74

Received payment

- - - - - - - - - - - - - - - - - -

ORDER FOR AN APPEAL TO THE COURT OF APPEALS OF MARYLAND.

Frank A. Munroe, Clerk:

Enter an Appeal in the above entitled case to the Court of Appeals of Maryland.

Robert E. Kindred,

Attorney for The Glen Burnie Savings and Loan Association,

a body corporate, one of the Defendants.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 10th day of May, 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County,personally appeared,WILLIAM F. Kuethe, President of said Association and one of the Defendants, and made oath in due form of law, that the aforegoing is not intended for purposes of delay.

AS WITNESS my hand and Notarial Seal.

Viola Kindred,

Notary Public.

(Notarial Seal)

Filed May 10th, 1938.

James K. Cullen ;
vs ;
Harry V. Martindale ; No. 7464 Equity

and	:	In the Circuit Court for
Glen Burnie Savings & Loan	:	
Association, a body corporate.	:	Anne Arundel County.

MANDATE

COURT OF APPEALS OF MARYLAND

Glen Burnie Savings & Loan Associa-	:	No. 57 October Term, 1938
		Appeal from the Circuit Court for
tion of Anne Arundel County, a body corporate,	:	Anne Arundel County.
		Filed: July 22nd, 1938.
vs	:	January 10, 1939, Decree affirmed with costs.
James K. Cullen.	:	Opinion filed. Op.-Sloan, J.
	:	January 20, 1939, Decree filed.

Appellant's Cost in the Court of Appeals of Maryland.

Record	$ 76.00	
Brief	15.50	
Appearance Fee	10.00	
Clerk's Costs	2.45	103.95

Appellee's Cost in the Court of Appeals of Maryland.

Brief	$ 11.50	
Appearance Fee	10.00	
Clerk's Costs	.75	22.25 $126.20

STATE OF MARYLAND, SCT:

I, James A. Young, 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 eleventh day of February, A. D., 1939.

James A. Young, Clerk of the
Court of Appeals of Maryland.

(Court Seal)

Glen Burnie Savings & Loan Association	:	IN THE COURT OF APPEALS OF
vs	:	Maryland
James K. Cullen	:	October Term, 1938, No. 57.

THE APPEAL in the above entitled case, standing ready for hearing, was argued by counsel for the respective parties and the proceedings have since been considered by the court.

It is thereupon on this 20th day of January, 1939, by the Court of Appeals of Maryland, and by the authority thereof, adjudged, ordered and decreed that the decree dated April 29th 1938, of the Circuit Court for Anne Arundel County be and the same is hereby affirmed, with costs.

Carroll T. Bond,
Chief Judge
For the Court

Filed: January 20th, 1939.

Filed February 13", 1939.

James K. Cullen	:	
vs	:	No. 7464 Equity
Harry V. Martindale and The Glen	:	In the Circuit Court
Burnie Savings and Loan Association,	:	for
a body corporate.	:	Anne Arundel County.

Assignment of $25 fee awarded James K. Cullen to George B. Woelfel,

To the Honorable, the Judge of said Court:-

To the Honorable, the Judge_ of said Court:

James K. Cullen, the plaintiff in the above entitled case of interpleader does hereby consent to the passage of an order of Court directing the payment of twenty-five ($25) dollars awarded him as in fee in the above entitled cause by virtue of a decree of this Court dated April 27, 1938 to George B. Woelfel.

And as in duty bound.etc.,

James K. Cullen,

In Propria Personam

ORDER OF COURT

Upon the aforegoing consent It is this 20th day of March in the year 1939 by the Circuit Court for Anne Arundel County, ORDERED, That the fee of twenty-five ($25) Dollars awarded James K. Cullen by decree of this Court dated April 27, 1938 for filing the bill of interpleader be and the same is hereby assigned to George B. Woelfel, and John H. Hopkins, III Clerk of this Court shall make the said check so payable and this shall be his good and lawful authority for so doing.

Ridgely P. Melvin, Judge.

Filed 20 March, 1939

PETITION TO PAY OUT FUND DEPOSITED BY CLERK.

To the Honorable, the Judge of said Court:

The petition of Harry V. Martindale respectfully shows:

1. That on the 17th day of August, in the year 1937, James K. Cullen did file in this honorable court a bill of complaint against your Petitioner and the Glen Burnie Savings and Loan Association, a body corporate, wherein he prayed that the two defendants named above would be required to interplead between themselves in an effort to ascertain to whom the $375 belonged.

2. That on the aforesaid date, to wit: August 17, 1937, said James K. Cullen did deposit with the Clerk of this honorable court the sum of $375 and by order of this honorable court dated April 27th, 1938, and filed on April 29th, 1938, this honorable court did adjudge, order and decree that Frank A. Munroe, the clerk of this court, pay the costs of the proceedings in No. 1 Trials, April Term, 1938, in the Circuit Court for Anne Arundel County. Second, that the said Clerk, Frank A. Munroe, pay the costs of these proceedings. Third, that the said Frank A. Munroe, Clerk, be directed to pay to James K. Cullen, Esquire, the sum of $25 for professional services rendered in the filing of this bill of interpleader. Fourth, that Frank A. Munroe, the clerk, be and he was required to pay the balance to Harry V. Martindale, your petitioner, after the expiration of 60 days, provided no appeal is taken from this decree. That the Glen Burnie Saving and Loan Association did thereupon within the time limited for the same, appeal from the decree of aforesaid court and on January 20th, 1939, the Court of Appeals of Maryland and by the authority thereof, adjudged, ordered and decreed that the decree dated April 27th, 1938, of the Circuit Court for Anne Arundel County, be, and the same is hereby affirmed with costs as will more fully appear by reference to the mandate filed in this honorable court on February 13th, 1939.

4. That on March 20th, James K. Cullen did assign all his right, title and interest in the $25 fee to George B. Woelfel, Solicitor for your Petitioner.

5. That your Petitioner within the last week did request the Clerk of this honorable Court to pay unto your Petitioner or his solicitor of record the balance of the $375 after the payment of the costs aforesaid to him, nevertheless, the Clerk of this honorable court informed your Petitioner and his solicitor that sixty days had not elapsed from the time the mandate was

received and that he would not disburse the money in this case unless a subsequent order of court was given him.

Wherefore, your Petitioner, prays:

1. That the balance of the $375 which was deposited in court after the payment of the costs set out in the decree of the lower court dated April 27th, 1938, be paid to your Petitioner or to his solicitor of record.

And as in duty bound, etc.

George B. Woelfel,

Solicitor for Petitioner.

Filed March 30, 1939

ORDER OF COURT.

Upon the aforegoing petition, it is this 6th day of April, in the year 1939, by the Circuit Court for Anne Arundel County; ORDERED that John H. Hopkins, 3rd, Clerk of this Honorable Court be, and he is hereby required to disburse the $375 deposited by the Clerk in the Farmers National Bank of Annapolis in the case of James K. Cullen vs Harry V. Martindale, in the manner as follows: that is to say: First, He shall pay the costs of the proceedings in the case of Harry V. Martindale vs. James K. Cullen, the same being No. 1 Trials, April Term, 1938, in the Circuit Court for Anne Arundel County: Second, He shall pay the costs of these proceedings in the lower court. withholding the item of $24.50 for transcript of record, subject to further order of Court. Third. He shall pay unto George B. Woelfel under the assignment from James K. Cullen the sum of $25 for professional services rendered in the filing of this bill of interpleader. Fourth, He shall pay the balance to Harry V. Martindale or George B. Woelfel, his solicitor of record immediately and this shall be his good and lawful authority for making the payments above mentioned.

April 6, 1939.

Ridgely P. Melvin,

Judge.

Filed April 6, 1939.

THE J. F. JOHNSON LUMBER COMPANY, INCORPORATED a body corporate Annapolis, Maryland.	:	NO. 9830 EQUITY
vs	:	IN THE
THEODORE R. CORRELL Chinquapin Road, Annapolis, Md. Lanvale Coates c/o Edw. G. Chaney, Atty., Owen Makell c/o Edw. G. Chaney,Atty., Economy Auto Supply Co., c/o Louis Strauss, Atty., Thomas H. Kirby, c/o Edw. G. Chaney, Atty. Ernie Lee Gardner Margaret Ford Gardner,, his wife, 1121 Munroe St., Eastport, Md.	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your Orator complaining says:

1. That it contracted with Theodore R. Correll, one of the defendants, to furnish

certain building materials from time to time during the progress of the construction of a dwelling on lots 10 and 11 of the McGuckian subdivision in Anne Arundel County, of which the said defendant was the owner or reputed owner. A certified copy of the defendant's deed is filed herewith marked "Exhibit #1" and is prayed to be taken as a part hereof.

2. That your Orator fulfilled its part of said contract and furnished said materials and completed same on October 29, 1948.

3. That your Orator's claim for materials furnished, as aforesaid is overdue and unpaid, although payment has been requested.

4. That on March 18, 1949, and within six months after the furnishing of said materials, your Orator duly filed its lien claim in the Clerk's Office of this Court, against the building and ground upon which it is erected and so much other ground immediately adjacent thereto and likewise belonging to the said owner as may be necessary for the ordinary and useful purposes thereof. The original lien claim is filed herewith marked "Exhibit #2" and is prayed to be taken as a part hereof.

5. That by reference to said "Exhibit #2" it will be seen that there is still due your Orator the sum of $2303.49 with interest from March 18, 1949.

6. That on January 28, 1949, the Respondent, Lansville Coates filed a Mechanics Lien in the Office of the Clerk of the Circuit Court for Anne Arundel County in the amount of $907.00 against the said property and the Respondent Theodore R. Correll.

7. That on January 28, 1949, Owen Makell, filed a Mechanics Lien in the Office of the Clerk of the Circuit Court for Anne Arundel County in the amount of $859.00 against said property and the Respondent, Theodore R. Correll.

8. That on January 28, 1949, the Respondent, Economy Auto Supply Company, Inc., filed a Mechanics Lien in the Office of the Clerk of the Circuit Court for Anne Arundel County in the amount of $541.00 against said property and the Respondent, Theodore R. Correll.

9. That on June 6, 1949, the Respondent, Thomas H. Kirby, filed a Mechanics Lien in the Office of the Clerk of the Circuit Court for Anne Arundel County in the amount of $169.50 against said property and the Respondent, Theodore R. Correll.

10. That on November 10, 1948, and while the building was under construction, the Respondent Theodore R. Correll conveyed to the Respondents, Earnie Lee Gardner and Margaret Ford Gardner, his wife, a portion of the ground necessary for the ordinary and useful purposesof said building immediately adjacent thereto and belonging in like manner to the owner of said building; and your orator therefore alleges said portion so conveyed, as aforesaid, is subject to its lien claim.

TO THE END THEREFORE:

(a) That a decree may be passed by this Honorable Court for the sale of the property described in said lien claim and that the proceeds thereof may be applied to the payment of claims of such lienors and others who may be entitled to the same under the order and direction of this Court.

(b) That the land conveyed to the said Earnie Lee Gardner and Margaret Ford Gardner, his wife, may be declared to be subject to the lien claim of your Orator.

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

May it please your Honors to grant unto your orator the Writ of Subpoena directed to Theodore Correll, Chinquapin Road,,Annapolis, Maryland, Lansville Coates, Owen Makell, and Thomas H. Kirby, c/o Edward G. Chaney, Attorney, Annapolis, Maryland, Economy Auto Supply Company, c/o Louis Strauss, Attorney, Annapolis, Maryland, and Earnie Lee Gardiner and Margaret Ford Gardner, his wif 1121 Monroe

Street, Eastport, 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 orders and decrees as may be passed therein.

And as in duty bound, etc.,

Marvin I. Anderson,

Solicitor for Complainant.

Service of Copy admitted this 16th day of November, 1949.

Louis M. Strauss,

Atty. for Economy Auto Supply Co.

Service of Copy hereof admitted this 16th day of November, 1949.

Edward G. Chaney,

Attorney for Lansville Coates, Owen Makell and Thomas H.Kirby.

Filed Nov. 16", 1949
EXHIBIT #1 with Bill.

THE J. F. JOHNSON LUMBER	:	MECHANIC'S LIEN
COMPANY, a body corporate	:	IN THE CIRCUIT COURT
vs	:	FOR
THEODORE R. CORRELL.	:	ANNE ARUNDEL COUNTY.

MECHANICS LIEN.

The Plaintiff, The J. F. Johnson Lumber Company, a body Corporate, of the State of Maryland, a body corporate, of the State of Maryland, claims the sum of Two thousand three hundred three dollars and forty nine cents ($2303.49) to be due it from the defendant Theodore R Correll, against all that one story bungalow, (approximately 30 feet x 30 feet x 20 feet) having a front porch (approximately 10 feet x 17 feet) no celler, red brick siding with asphalt shingle roof; as well as against the land on which said building is located, and so much other ground immediately adjoining thereto and used in connection therewith and belonging in like manner to the defendant as may be necessary for the ordinary and useful purposes of said building, which tract of ground is more particularly described in a deed from Charles F. Lee, Trustee, dated September 5, 1945, to Theodore R.Correll,and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 339 folio 131 as lots 10 and 11 on plat of subdivision of part of McGuckian property recorded in Cabinet 3 Rod E4, Plat 2, of which property the defendant herein was the owner or reputed owner at the time of the furnishing of the work and materials set forth on the attached list.

The said claim being for work done and buildings materials furnished by the lienor for or about the erection of said buildings at the instance and request of the defendant, at the particular time, and for the nature and kind and amount, and for the prices set forth in the bill of particulars hereto attached; which work has been finished and materials have been furnished within less than six months before the filing of this claim.

Wherefore the said The J. F. Johnson Lumber Company hereby required the Clerk of the Circuit Court for Anne Arundel County,Maryland, to file and record this claim as a lien as well as against said building and the grounds as aforesaid, agreeable to the Public General Laws of Maryland with respect to Mechanics Liens.

And as in duty bound, etc.,

Marvin I.Anderson,Attorney
for Lienor.

THE J. F. JOHNSON LUMBER COMPANY
By Boyd H.Farinholt,President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 17th day of March in the year Nineteen hundred and forty nine, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Boyd H. Farinholt, President of the said The J. F. Johnson Lumber Company, and made oath in due form of law that the matters and things set forth in the foregoing Line Claim are true as therein set forth, to the best of his knowledge and belief; and did also make oath that the aforegoing account is just and true, and that the said The J. F. Johnson Lumber Company, or any person for it, has not received either directly or indirectly, any payment or satisfaction or security for the same or any portion thereof, other than credit is given therefor.

Witness my hand and seal Notarial.

(Notarial Seal)

Violet B. Tayman,

Notary Public.

My Commission expires May 2, 1949.

Annapolis, Md. March 7, 1949

M_ T.R. Correll Lots 10 - 11 McGuckian Sub-Division,

TO THE J. F. JOHNSON LUMBER CO., Dr.

Lumber and Builders Supplies

C.& P. Telephone No. 2337 Office, Planing Mill and Yard-WEST STREET EXTENDED.

1948						
Aug. 5	14	Pcs. 2 x 4 - 16 vs S4S	149	09	13	41
	1	pc. 4 x 6 - 18 fir S4S	36	14	5	04
	1	pc. 4 x 6 - 20 fir S4S	40	14	5	60
	200	lft 7/8 x 6 Y.P.	100	20	20	00
	800	lft. 7/8" ¼ round		03	24	00
	600	ft. 6 x 3 fir floor B & Btr.		25	150	00
	38	pcs. 4 x 8 Red Top	1216	06	72	96
	10	pcs 4 x 10 Red Top	400	06	24	00
	8	10 d fin		15	1	20
	10	# 4 d galv.		15	1	50
	20	# 8 d cut		15	3	00
	20	# 1-1/8 roof nails		15	3	00
	8	sq. Red Brick siding	11.25	90		00
	7	sq. twilight blend	7.50	52		50
		Sales tax				9.33
Aug. 6	25	8 d wire nails				3.75
	25	10 d wire nails				3.75
		Sales tax				.15
	6	door frames 2/6 x 6/6 -3 x 10	wood sill	19.00	18	00
		Sales tax				.36
	9	4 wd. frames			8.00	32.00
		Sales tax				.64
	9	30 pcs. 2 x 6 - 12 va sized	360		09	32.40
	2	pcs. 2 x 6 - 14 va rgh	28		09	2.52
		Sales tax				.70
	10	1 gallon O. S. White				5.25
		Sales tax				11

	11	16 pcs. 2 x 6 - 12 rgh. va	192	09	17.28		
		Sales Tax			.35		
	11	10 pcs. 2 x 4 - 16 va	107	09	9.63		
		4 wd. 2/8 x 4/6 - 61		7.50	30.00		
		1 roll cord			2.25		
		8 5 # wgts	40	06	2.40		
		8 6 # wgts	48	06	2.88		
		Sales tax			95		
	16	50 concrete block		20	10.00		
		10 2 x 4 - 16 va	203	09	18.27	669.18	
1948 Aug.	16	360 ft. sheathing		9½	34.20		
		60 flt. 7/6 x 6 fir	30	25	7.50		
		60 lft. 3/4 ¼ round		03	1.80		
		2 sq. twilight blend		7 50	15.00		
		2 sq. red brick sid.		11.25	22.50		
		200 ft. 1 x 3 fir floor		25	50.00		
		11 pcs. 4 x 12 red top bd.	528	06	31.68		
		5 pcs. 4 X 10 red top bd.	200	06	12.00		
		9 pcs. 4 x 44 tile bd. white-black score	144	36	51 84		
		4 bags cement		1.10	4.40		
		Sales tax			5.19		
	18	10 # 8 d wire nails			1.50		
		10 # 10 d wire nails			1.50		
		15 # 20 d wire nails			2.25		
		Sales Tax			.11		
	19	30 pc. 2 x 6 - 10 vs D4S	300	.09	27.00		
		1 door 2/6 x 6/6 - 4 lts.			14.00		
		4 doord2/6 x 6/6 flush		10 00	40.00		
		1 door 2/6 x 6/6 - 15 lts.			18.00		
		6 pr. 3½ x 3½ D.B.	55		3 30		
		2 mortise locks	1.50		3.00		
		4 rim locks	1.50		6.00		
		2 rolls 15 # felt	3.25		6.50		
		8 sash locks	.18		1.44		
		8 hook sash lifts	30		2.40		
		Sales tax			2.44		
	19	20 # 4 d galv. nails	15		3.00		
		Sales tax			.06		
	20	2 back door locks	6.50		13.00		
		5 # spackling putty			.70		
		Sales tax			28		
	23	1 gal. F. & D. enamel dary gray			4.25		
		1 #8 d cut nails			15		
		Sale tax			09		

		. 23	9	# 8 d cut nails		15	1 35	
				Sales Tax			.03	
		24	13	2 X 4 - 16 va	139	09	12 51	
			16	2 x 4 - 10 va	107	09	9 63	
			2	4 x 4 - 8 fir	21	14	2 94	
			2	2 x 8 - 10 fir	27	13	3 51	
			2	2 x 8 - 8 fir	21	13	2.73	
				Sales tax			63	1089 59
1948								
Aug.	30	18	pc	2 x 10 vs D2E	300	9½	28. 50	
			20	# 8 d wire		15	3 00	
			10	# 10 d wire		15	1 50	
			10	# 20d wire		15	1 50	
			5	# roof nails		15	75	
				Sales tax			71	
	31	46		lft. buff corn. strip	30	13	13 80	
				Sales tax			28	
	31	1		csmt. frame 8 x 10 - 8 lts. nosed			6 00	
		1		x pr. csmt. sash 8 x 10 - 8 lts. rabt out			6 00	
				Sales tax			24	
	31	1		roll 20" tin			11 50	
				Sales Tax			23	
	31	1		pt. Miracle adhesive			1 25	
				Sales tax			03	
Sept.	3	13		2 x 4 - 10 vs	87	09	7 83	
		2		2 x 4 - 12 va	16	09	1. 44	
		8		2 x 4 - 16 va	85	09	7 65	
		110		lft. 7/8 x 4 fir	37	25	9 25	
		4		7/8 x 6 - 12 fir	24	25	6 00	
		90		lft. 7/8 x 8 fir.	60	25	15 00	
		4		7/8 x 3 - 12 fir	12	25	3. 00	
				Sales tax			1 01	
		5		# 8 d wire nails			75	
		5		# 20 d wire nails			75	
				Sales tax			03	
	7	5		# putty			75	
				Sales tax			02	
	7	2		pc. 2 x 6 - 14 va S4S	28	09	2 52	
		4		pc. 2 x 6 - 12 va S$S	48	09	4 32	
				Sales tax			14	
	7	250		sq. ft. 6" sheathing		9½	23 75	
		15		pc. 2 x 6 - 12 sized va	180	09	16 20	
		1		roll 15 # felt			3 25	
		1		sq. twilight blend			7 25	
				Sales tax			1 01	
	9	5		# 6 d fin nails		15	75	
		5		# 8 d fin. nails		15	75	

	1	Cement fastener			40	
	2	pr 3 x 3 butts #13		55	1 10	
		Sales tax			06	
10	2	knives		75	1 50	
		Sales tax			03	
1948 Sept10	4	7/8 x 4-5/8-16 Y.P.	27	20	5 40	1281.39
	4	tab 16	64	06	3 84	
	18	W.F. cas. 14	252	16	37 80	
	4	W.F. cas. 12	48	15	7.20	
	2	stool 16	32	10	3 20	
	2	Aprons 16	32	10	3 20	
	3	doors 2/6 x 6/8 - 2 panel		12.00	36.00	
	200	1ft. 7/8 ¼ round		03	6.00	
	5	4 x 8 masonite	160	15	24.00	
	20	ft. 6" sheathing		9½	1 90	
		Sales tax			2 58	
14	1	gal caulking compound			4 00	
		Sales tax			.08	
14	1	roll 15 # felt			3 25	
		Sales tax			07	
15	1	roll 15 # felt			3 25	
		Sales tax			07	
					2 00	
15	1	Expansion bit				
		Sales tax			04	
16	1	6 x 12 flue out		75	66	
		Sales tax			02	
16	1000	common brick		05	50 00	
	4	bags cement		1,10	4.40	
	2	bags standard lime		50	1,00	
		Sales tax			1.11	
16	120	ft. 1 x 3 fir floor 10'		25	30.00	
		Sales tax			.60	
18	9	pc. 8 x 8 flue lining	18	53	9.54	
	5	pc. 1-3/8 lattace 10	50	03	1 50	
		Sales tax			23	
21	4	bags cement		1.10	4 40	
		Sales tax			09	
22	2	casement operators		1.65	3 30	
	1	# 3 d nails			15	
		Sales tax			07	
28	4	pcs. 1-3/4 lattice 9	36	04	1 44	
	1	pcs. 4 x 4 - 10 D4S fir	13	14	1 82	
		Sales tax			07	

1948 Oct.	7	1	qt. Nu Frigerator enamel				2.20
			Sales tax				07
	7	2	pc Chromtrim 6'	12	.24		2 88
		1	pr. cabinet hinges				35
		1	door pull				25
			Sales tax				07
	7	5	storm sash 2/8 x 4/6		4.25		21.25
		5	sets screen hinges		.12		.60
		5	1½ hooks & eyes		1½		.08
			Sales tax				.44
	8	1	medicine cabinet - damaged				5 00
			Sales tax				10
	8	2.	#8 d wire nails				30
		2	#10 d wire nails				30
		1	# 6 fin. nails				15
		2	# 3 d fin. nails'				30
		2	pcs. chromtrim 6'	12	.24		2 88
		1	pr. shelf brackets				60
	11		Sales tax				10
	11	2	4" surface bolts		40		80
		1	mortise lock G.K.				2 00
		1	gal. oak varnish stain				4 15
			Sales tax				14
	11	1	Pt. Miracle adhesive				1.25
			Sales tax				03
	11	15	pc. cap mldg. 4/0	60	20		12 00
		15	pcs. base mldg. 4/0	60	24		14 40
		5	8 d cut				75
			Sales tax				55
	12		4 pcs. 7/8 x 2 - 5 fir	20	25		5.00
		13	pcs 7/8 x 2 - 14 fir	30	25		7 50
		18	1ft. 7/8 x 1 - fir		03		54
			Sales tax				27
	13	3	#6 d fin nails				45
		3	#8 d fin nails				45
			Sales tax				02
	14	1	gal. O.S. White				5 00
		1	gal. Gloss White				4 00
			Sales tax				18
	16	6	pc. 2 x 2 - 8 fir	48	06		2 88
							06 1915 47
1948 Oct.16	3		Pcs. chromtrim 6'	18	16		2 88
	2		gals. varnish stain		4.30		8 60

	28	1	gal. Davis paint O.W.			5 00	
			Sales tax			10	1540.77
1948		1	gal. O S. White			5.00	
Sept.	29	2	qts. caulking compound			2.20	
			Sales tax			15	
	29	½	gal. Raw oil			1.85	
			2 qts. turpentine			90	
			Sales tax			06	
	29	5	pcs. 2 x 4 - 10 fir	33	13	4 29	
		1	pc. 4 x 4 - 10 fir	13	13	1 69	
		2	pcs. wide fancy casing 16'	32	15	4 80	
		50	lft. drain tile		12	6 00	
		25	Concrete block		20	5 00	
		3	3/0 well rings cement		8 00	24 00	
		1	3/0 diameter cap			7 00	
			Sales tax			1 06	
	30	5	bags cement		1 10	5 50	
			Sales tax			11	
Oct.	1	1	gal. cling fast red			3 75	
	1		Sales tax			10	
	1	4	gals. texolite Ivory		3.25	13 00	
		3	gals. texolite Blue		3.25	9 75	
		1	gals. texolite Peach		3.25	3 25	
		1	gals. texqlite Rose Beige		3.25	3 25	
		2	qts. tesolite Rose Beige		.90	1 80	
		2	gals. gloss white		4.00	8.00	
			Sales tax			79	
	4	1	wheelbarrow			8 25	
		1	friction watch			05	
			Sales tax			17	
	4	12	casement operators		11.95	23 40	
		12	pr 3 x 3 butts #13		55	6 60	
		1	qt. NuGlaze			95	
		2	# plastic wood		85	1 70	
			Sales tax			66	
		1	pr. doors 4/0 x 6/6 -1-3/8- 20 lts			30 00	
		1	Transom 4/0 x 11½ - 2 lts.			3 00	
			Sales tax			66	
	7	6	lft. metal strip		24	1 44	
			Sales tax			03	
	7	2	1½" hooks and eyes		1½	03	
		1	pr. cabinet hinges			35	
		1	cabinet catch			55	1731.89
1948 Oct.	1;16		csmt. sash 10 x 12 - 8 lt		4.75	76 00	
			Sales Tax			1 52	
	4	6	pcs. 4 x 4 - 5' fir	40	14	5.60	
			Sales tax			.12	1815.13

J.H.H. No. 68 Equity

Oct		5	# sparkling putty				70
			Sales Tax				25
	18	1	# 3 d fin. fine				15
			Sales Tax				01
	19	4	doors 16" x 24" - 3/4" plywood	1.76	7	04	
		4	pr. 3/8" offset hinges	50	2	00	
		4	Cabinet catches	55	2	20	
			Sales tax			23	
	19	1	hoe		2	65	
		Sales tax				06	
	20	1	Norge Elec. range (model E427)		254	50	
		1	Hotpoint hot water (WB32)		134	75	
			Sales tax		7	78	
	25	1	gal. Val. Spar. varnish		8	45	
		1	gal F. & D.enamel cocoa brown		4	25	
		2	quts. F & D enamel lt. oak	1.25	2.	50	
			Sales Tax			31	
	25	3	bags cement	1.10	3	30	
			Sales tax			07	
	29	1	gal. O. S. White		5	00	
			Sales tax			10	2363 25

CREDITS

Aug.	6	6	#8 d cut	15		90	
		Sales tax				02	
	20	2	Inside locks	1 50	3	00	
		Sales tax				06	
	10	3	doors 2/6 x 6/6 - flush	10 00	30	00	
		Sales tax				60	
	23	1	roll 15# felt		3	25	
			Sales tax			7	
	29	9	pr. 3 x 3 #13 butts	55	4	95	
			Sales tax			10	
	29	3	pr. chromtrim	16		48	
			Sales tax			01	
	11	30	lft. base for tile board	30	24	7	20
		44	lft. tile board cap	44	20	8	80
			Sale tax			32	
			TOTAL				59 76
							2303 49

Filed Nov. 16", 1949

Ex. #2 with bill. DEED

(INT. REV.STAMPS $1.10)(MD. STATE STAMPS 70¢)

THIS DEED ,Made this fifth day of September in the year nineteen Hundred and Forty-five (1945), by and between Charles F. Lee, Trustee, as hereinafter mentioned, party of the first part, and Theodore R. Correll, party of the second part all of Anne Arundel County,State of Maryland, witnesseth;-

WHEREAS, by a Decree of the Circuit Court for Anne Arundel County, in Equity, dated the 29th day of March, 1933, and passed in the cause "In the Matter of the Trust Estate of Thomas McGuckian," Equity No. 6400, the above named Charles F. Lee was given authority to sell the real estate in said cause mentioned, and the said Charles F. Lee,as Trustee, under authority of said Order, sold to the party of the second part hereof two lots of ground, which sale has been duly reported to and finally ratified and confirmed by the Circuit Court for Anne Arundel County in Equity, by its Order dated March 15, 1945 and August 31, 1945; the purchase money having been duly paid and satisfied, the said purchaser is entitled to have a deed to said property.

NOW, THEREFORE, THIS DEED WITNESSETH:- That for and in consideration of the premises and the sum of FIVE DOLLARS ($5.00), paid by the said party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the said Charles F. Lee, Trustee has bargained and sold and by these presents does grant and convey unto the said Theodore R. Correll, his heirs and assigns, forever, in fee simple, all the right, title, interest and estate of all the parties to the aforesaid cause, both at law and in Equity, and of all parties claiming by, from or under them, or either of them, in and to

ALL those two lots or parcels of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lots Numbered Ten (10) and Eleven (11) on the Plat of the Subdivision of part of the McGuckian property, known as the Linthicum Farm, made by J. R. McCrone, Jr., April, 1942, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat No.2.

BEING a portion of the property which was conveyed to the said Charles F. Lee, Trustee, by Maggie McGuckian, widow, et al, by deed dated March 29, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 107, folio 507.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, subject, however, to the conditions and restrictions as follows:

(1) That no spirituous or fermented liquors shall be made or sold upon said ground or building to be erected thereon.

(2) That no swine shall be kept upon the premises, and that all cesspools shall be of brick or of equally substantial material, and that no nuisance shall be maintained which shall be offensive to any lot owner or owners.

(3) That said lot shall never be conveyed, leased or rented to any Negro or person of African descent.

(4) That only one single dwelling shall be erected on said lot lot which shall cost not less than $3500.00 and to set back at least 25 feet from the edge of the County Road.

TO HAVE AND TO HOLD the above described lot or parcel of land unto and to the proper use and benefit of the said Theodore R. Correll, his heirs and assigns, forever, in fee simple.

AND the said party of the first part hereby covenants that he will Warrant Specially the title to the property conveyed and that he will execute such other and further assurances thereof as may be requisite or necessary.

WITNESS the hand and seal of the said party of the first part.

WITNESS: CHARLES F. LEE (SEAL)

RUBY W. CHANEY TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:-

I HEREBY CERTIFY, that on this fifth day of September, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for said county, personally appeared Charles F. Lee, Trustee, as hereinbefore mentioned and acknowledged the aforegoing deed to be his act and deed.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

RUBY W. CHANEY

NOTARY PUBLIC

Recorded-September-5-1955-10 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing DEED was duly taken and copied from Liber J.H.H. No. 339, folio 131; one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 15th day of November, A. D' 1949.

John H. Hopkins, 3rd,

CLERK.

Filed Nov. 16", 1949

ANSWER OF ECONOMY AUTO SUPPLY COMPANY

TO THE HONORABLE JUDGES OF SAID COURT:

NOW COMES, the Economy Auto Supply Company by Louis M. Strauss, its Solicitor,and for answer to the Bill of Complaint says:

1. In answer to Paragraph Number One of the Said Bill of Complaint, the Respondent neither admits or denies the allegations therein contained.

2. In answer to Paragraph Number Two of the said Bill of Complaint your Respondent neither admits or denies the allegations therein contained.

3. In answer to Paragraph Number Three of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

4. In answer to Paragraph Number Four of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

5. In answer to Paragraph Number Five of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

6. In answer to Paragraph Number Six of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

7. In answer to Paragraph Number Seven of the said Bill of Complaint,your Respondent neither admits or denies the allegations therein contained.

8. In answer to Paragraph Number Eight of the said Bill of Complaint, your Respondent admits the allegation therein contained.

9. In answer to Paragraph Number Nine of the said Bill of Complaint, your Respondent neither admits or denies the allegations contained therein.

10. In answer to Paragraph Number Ten of the said Bill of Complaint, your Respondent admits the allegations therein contained.

AND HAVING FULLY ANSWERED the said Bill of Complaint, your Respondent prays that its lien be recognized in these proceedings according to its legal effect and priority in law and in equity, and prays to be henced dismissed with costs.

Louis M. Strauss,

Louis M. Strauss

Attorney for Respondent.

SERVICE OF COPY ADMITTED THIS 17 DAY OF NOVEMBER, 1949.

Marvin I. Anderson,
Marvin I. Anderson,
Attorney for Complainant.

Filed Nov. 18", 1949.

ANSWER BY LANSVILLE COATES

TO THE HONORABLE, THE JUDGES OF SAID COURT:

NOW COMES, Lansville Coates by Edward G. Chaney, his Solicitor, and for answer to the Bill of Complaint says:

1. In answer to Paragraph Number One of the Said Bill of Complaint, the Respondent neither admits or denies the Allegations therein contained.

2. In Answer to Paragraph Number Two of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

3. In answer to Paragraph Number Three of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

4. In answer to Paragraph Number Four of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

5. In answer to Paragraph Number Five of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

6. In answer to Paragraph Number Six of the said Bill of Complaint, your Respondent admits the allegations therein contained.

7. In answer to Paragraph Number Seven of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

8. In answer to Paragraph Number Eight of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

9. In answer to Paragraph Number Nine of the said Bill of Complaint, your Respondent neither admits or denies the allegations contained therein.

10. In answer to Paragraph Number Ten of the said Bill of Complaint, your Respondent admits the allegations therein contained.

AND HAVING FULLY ANSWERED the said Bill of Complaint, your Respondent prays that his lien be recognized in these proceedings according to its legal effect and priority in law and in equity, and prays to be hence dismissed with costs.

EDWARD G. CHANEY,

Attorney for Respondent
Townsworth Building
Annapolis , Maryland.

SERVICE OF COPY ADMITTED THIS 22" DAY OF NOVEMBER, 1949.

Marvin I. Anderson,

Attorney for Complainant.

Filed Nov. 22", 1949.

ANSWER BY OWEN MAKELL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

NOW COMES, Owen Makell by Edward G. Chaney, his Solicitor, and for answer to the Bill of Complaint says:

1. In answer to Paragraph Number One of the Said Bill of Complaint, the Respondent neither admits or denies the Allegations therein contained.

2. In answer to Paragraph Number Two of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

3. In answer to Paragraph Number Three of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

4. In answer to Paragraph Number Four of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

5. In answer to Paragraph Number Five of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

6. In answer to Paragraph Number Six of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

7. In answer to Paragraph Number Seven of the said Bill of Complaint, your Respondent admits the allegatins therein contained.

8. In answer to Paragraph Number Eight of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

9. In answer to Paragraph Number Nine of the said Bill of Complaint, your Respondent neither admits or denies the allegations contained therein.

10. In answer to Paragraph Number Ten of the said Bill of Complaint, your Respondent admits the allegations therein contained.

AND HAVING FULLY ANSWERED THE SAID Bill of Complaint, your Respondent prays that its lien be recognized in these proceedings according to its legal effect and priority in law and in equity , and prays to be henced dismissed with costs.

Edward G. Chaney

Attorney for Respondent,
Townsworth Building
Annapolis, Maryland

SERVICE OF COPY ADMITTED THIS 22 DAY OF NOVEMBER, 1949.

Marvin I. Anderson,

Attorney for Complainant.

Filed Nov. 22", 1949

ANSWER BY THOMAS H. KIRBY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

NOW COMES, Thomas H. Kirby by Edward G. Chaney, his Solicitor, and for answer to the Bill of Complaint says:

1. In answer to Paragraph Number One of the Said Bill of Complaint, the Respondent neither admits or denies the allegations therein contained.

2. In answer to Paragraph Number Two of the Said Bill of Complaint, the Respondent neither admits or denies the allegations therein contained.

3. In answer to Paragraph Number Three of the Said Bill of Complaint,the Respondent neither admits or denies the allegations therein contained.

4. In answer to Paragraph Number Four of the Said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

5. In answer to Paragraph Number Five of the Said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

6. In answer to Paragraph Number Six of the Said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

7. In answer to Paragraph Number Seven of the Said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

8. In answer to Paragraph Number Eight of the said Bill of Complaint, your Respondent neither admits or denies the allegations therein contained.

9. In answer to Paragraph Number Nine of the Said Bill of Complaint, your Respondent admits the allegations contained therein.

10. In answer to Paragraph Number Ten of the Said Bill of Complaint, your Respondent admits the allegations therein contained.

AND HAVING FULLY ANSWERED the said Bill of Complaint, your Respondent prays that its lien be recognized in these proceedings according to its legal effect and priority in law and in equity, and prays to be hence dismissed with costs.

Edward G. Chaney,

Attorney for Respondent
Townsworth Building,
Annapolis, Maryland.

SERVICE OF COPY ADMITTED THIS 22 DAY OF NOVEMBER, 1949.

Marvin I. Anderson,

Attorney for Complainant.

Filed Nov. 22", 1949

ORDER TO RE-ISSUE SUMMONS.

Mr. Clerk:

Please issue subpoena for Theodore R. Correll, Chinquapin Road,Annapolis,Maryland, and Ernie Lee Gardner, Margaret Ford Gardner, his wife, Shady Oaks, Parole, Maryland.

Marvin I. Anderson,

Atty. for Plaintiff.

Filed December 5", 1949

ORDER TO RE-ISSUE SUMMONS.

Mr. Clerk:

Please re-issue subpoena for Ernie Lee Gardner and Margaret Ford Gardner, his wife Shady Oaks, Parole, Maryland, Mon . 6th day of. Feb. 1950.

Marvin I. Anderson,

issd. 1. Attorney for Plaintiff.

Filed Jan. 10, 1950

PETITION AND ORDER TO PROCEED AGAINST DEFENDANT AS NON-RESIDENT,

To the Honorable, the Judges of said Court:

Your petitioner, The J. F. Johnson Lumber Company, a body corporate, the plaintiff in this case, respectfully states unto your Honors:

That it has caused to be issued two subpoenas for the defendant, in this case, Theodore R. Correll, whose address was Chinquapin Road, Annapolis, Maryland, both of which were by the Sheriff of Anne Arundel County returned "non est".

That your petitioner learned that the defendant, Theodore R. Correll, received his mail at Box 681, 25 South Street, New York, 4, New York, and has been in communication with him at this address.

That your petitioner learned from the defendant, Theodore R. Correll, that he is employed on the S. S. Helen of the A. H. Bull Steamship Company, but your petitioner has been unable to have him enter his appearance or file an answer in this case, although your petitioner mailed a copy of the Bill of Complaint in this case by registered mail

to the defendant and the return receipt shows that he received same on December 15, 1949.

Wherefore, your petitioner prays that the defendant, Theodore R. Correll, may be proceeded against as a non-resident of the State of Maryland.

And as in duty bound, etc.

Marvin I. Anderson.

Solicitor for Petitioner.

ORDERED this 26th day of January, 1950, by the Circuit Court for Anne Arundel County, upon the foregoing Petition that Theodore R. Correll, the defendant in the above entitled case be treated as a non-resident defendant and the plaintiff be allowed an Order of Publication against him as such, it appearing that two successive subpoenas against the defendant, Theodore R. Correll, have been returned by the Sheriff of said County "non est".

Benjamin Michaelson ,

JUDGE.

Filed Jan'y. 26", 1950.

The J. F. Johnson Lumber Company, a body corporate vs Theodore R. Correll, No. 9830 Equity, In the Circuit Court for Anne Arundel County.

ORDER OF PUBLICATION

Whereas two successive subpoenas against the defendant, Theodore R. Correll, have been returned by the Sheriff " Non Est " and the Court by its Order of January 26th, 1950, has directed the defendant, Theodore R. Correll, to be proceeded against as if he were a non-resident, by Order of Publication.

Now the substance and object of the Bill of Complaint filed in this case is as follows:

The Bill alleges that the defendant, Theodore R. Correll, contracted with the Complainant to furnish materials for a dwelling on lots 10 and 11 McGuckian Subdivision; that the Complainant furnished said materials and fulfilled its part of the contract; that the claim is over due and unpaid; that a lien claim was filed within six months after furnishing materials in the Clerk Office of the Circuit Court for Anne Arundel County, and that there is due and owing the Complainant the sum of $2303.49 with interest from March 8, 1949; that certain other parties have also filed lien claims against said property, the names and amounts being fully set forth in the Bill of Complaint; that while said building was under construction the Defendant, Theodore R. Correll, sold a portion of said property subject to said lien claims.

It is thereupon ORDERED by the Circuit Court for Anne Arundel County, this 30" day of January, 1950, that the Complainant, by causing a copy of this Order to be inserted in some newspaper published in Anne Arundel County, once a week for four successive weeks before the 9" day of March, 1950. giving notice to the absent defendant, Theodore R. Correll, of the object and substance of the Bill, warning him to appear in this Court in person or by Solicitor on or before the 24" day of March, 1950, to show cause, if any he may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd,

Clerk.

Filed January 30", 1950.

Petition to enter case dismissed as to Ernie Lee Gardner and Margaret Ford Gardner.

To the Honorable, the Judges of said Court:

The petition of The J. F. Johnson Lumber Company respectfully shows:

1. That heretofore it filed its Bill of Complaint in the above case making the owner, Theodore R. Correll, and all parties holding mechanics liens against his property, defendants, as well as a certain Earnie Lee Gardner and Margaret Ford Gardner, to whom the said Theodore R. Correll had conveyed a portion of the property described or referred to in the lien claims, said deed of conveyance from Theodore R. Correll dated November 10, 1948, and recorded among the Land Records of Anne Arundel County om Liber J.H.H. No. 499, folio 586.

2. That since the filing of said Bill of Complaint all of said lien claimants have executed waivers of their lien claims against the property conveyed,as aforesaid,by Theodore R. Correll to Earnie Lee Gardner and Margaret Ford Gardner, his wife, and your petitioner therefore desires to have this case dismissed as against the said Earnie Lee Gardner and Margaret Ford Gardner and the property conveyed to them by the aforesaid deed, reserving, however, the liens as to the remaining property of the said Theodore R. Correll.

Wherefore, your petitioner prays that said Bill of Complaint be dismissed as to the said Earnie Lee Gardner and Margaret Ford Gardner.

And as in duty bound, etc.

Marvin I. Anderson,

Attorney for The J.F. Johnson Lumber Co.

We hereby consent to the dismissal of the above case as against Earnie Lee Gardner and Margaret Ford Gardner.

Edward G. Chaney,

Attorney for Lansville Coates, Owen Makell, Thomas H. Kirby,

Louis M. Strauss, per R. C? Rowe, Attorney for Economy Auto Supply Co.

ORDERED this 21st day of February, 1950, by the Circuit Court for Anne Arundel County in Equity, upon the aforegoing petition and consent that this case be and the same is hereby dismissed as to the defendants, Earnie Lee Gardner and Margaret Ford Gardner and the property mentioned as having been conveyed to them.

Benjamin Michaelson,

Judge.

Filed Feby. 21st, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 1, 1950

We hereby certify, that the annexed Order of Publication-J. F. Johnson Lumber Co., vs Theodore R. Correll 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 1st day of March, 1950. The first insertion being made the 1st day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 6446

By. R. L. Brown,

Filed March 27, 1950

PETITION FOR DECREE PRO CONFESSO

To the Honorable, the Judges of said Court:

The Petition of The J. F. Johnson Lumber Company, Incorporated, respectfully shows:

1. That it filed its Bill of Complaint against the defendant, Theodore R. Correll,et al, praying among other things the sale of the property therein mentioned.

2. That two Non Est have been returned against said Theodore R. Correll, an order of publication was duly issued and published as will be seen by reference to the certificate of publication filed herein.

3. That the time limit to wit: March 24, 1950, for the defendant, Theodore R. Correll, to show cause by a decree should not be passed as therein prayed, has expired and the defendant Theodore R. Correll has neither appeared nor answered any of the proceedings,

Wherefore your petitioner prays:

That a decree may be passed declaring the plaintiff to be entitled to relief in the premises and a Decree Pro-Confesso entered against the defendant, Theodore R. Correll.

And as in duty bound, etc.

Marvin I. Anderson,

Solicitor for Petitioner.

Filed March 27", 1950

ORDER OF COURT

The defendant, Theodore R. Correll having been duly notified to appear to the Bill of Complaint by order of publication and having failed to file his answer thereto, it is thereupon this 28th day of March, 1950, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED AND DECREED that the Plaintiff is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken Pro Confesso against said defendant,Theodore R.Correll.

Benjamin Michaelson,

Judge.

Filed March 28", 1950.

ECONOMY AUTO SUPPLY COMPANY, INCORPORATED, West Street, Annapolis Maryland,	:	MECHANICS' LIEN NO. ____
	:	IN THE
vs	:	CIRCUIT COURT FOR
THEODORE R. CORRELL, R.F.D. #1, Box 135, Annapolis, Maryland,	:	ANNE ARUNDEL COUNTY.

.: : : : : : : ¼

TO JOHN H. HOPKINS, III, CLERK:

The Economy Auto Supply, Incorporated, a body corporate of the State of Maryland,claims to have a mechanics' lien against the house and building situated on Lots numbered ten (10) and eleven (11) on the Plat of the Sub-division of Part of the McGuckian property, known as the Linthicum Farm, as made by J. R. McCrone, Jr., April 1942, and as against the lots of ground aforesaid, and the curtilage adjacent thereto and used in connection therewith which said lots of ground are fully described in a deed from Charles F. Lee, Trustee, dated September 5th, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 339, folio 131, for the sum of Five hundred forty-one dollars and seventy cents ($541.70) due and payable to them for work and labor amd materials furnished by them directly to Theodore R. Correll as owner upon the said house situated upon the said lots aforesaid within six (6) months last past, the nature and details of which work and materials supplied are particularly set out in the subjoined itemized account filed herewith as a part of this lien claim. The said house upon which the said materials were supplied, is one and one-half (1½) stories in height, and is built on the lots of ground hertofore described and the said Economy Auto Supply Company, Incorporated directs the Clerk of the Circuit Court of Anne Arundel County to file and record this claim, in accordance with the provisions of the Code of Public General Laws, relating to

the liens of mechanics and others.

Economy Auto Supply,Company,Incorporated, By Maurice Snyder, President.

Louis M. Strauss,
Attorney for Claimant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY, that on this 27th day of January, 1949, before me, the subscriber a Notary Public of the State of Maryland, and the County aforesaid personally appeared Maurice Snyder, President of the Economy Auto Supply Company, Incorporated, made oath in due form of law that the matters and facts set forth in the aforegoing mechanics' lien are true to the best of hisknowledge and belief.

Witness my hand and Notarial Seal.

My Commission expires May 2nd, 1949. Alice L. Wood, Notary Public

Notarial Seal)

ECONOMY AUTO SUPPLY CO.INC.

25-27 West St., Snyder Bros.
ANNAPOLIS, MD.

B. F. GOODRICH TIRES.

Theodore R. Correll
R.F.D.,#1, Box 135,
Annapolis, Maryland.

TOTAL OF INVOICES.

		Invoice #9936	$114.94
		Invoice #9934 & 9935	252.25
		Invoice #9975	115.23
		Invoice #9989	33.27
		Invoice #10205	6.02
		Invoice #10195	4.93
		Invoice #10196	7.62
		Invoice #10229	3.73
		Invoice #10247	10.93
		Invoice #10262	10.83
		Invoice #12221 Credit	15.75
		Invoice #12405 Credit	2.40
			$541.70
1948 Sept. 24	1	Diveiter valve shower & overrim tub filler	$ 21.95
	1	Trip waste and overflow	11.03
	1	B-4250 18 x 15 Vet China Lav.	18.15
	1	Pair c/P Basin Cocks	5.90
	1	Faucet Hole Cover & Chain Stopper	.45
	1	Pair Flex. Basin Sup. to floor	2.55
	1	1¼ C/P S Trap	3.65
	1	B-5160 c.v. cplged closet comb. c/W seat & cover	49.00
			112.68
		Sales Tax	2.26
			114.94

Invoice #9936

1948 Sept. 24	15	ft $"xH S. H. Pipe	$1.60	$24.00
	5	ft 4" X H D.H. Pipe	1.75	8.75
	1	4" X H ¼ Bend		2.75
	1	4 x 2X H. 4 Bond		3.90
	2	3" xH 1/8Bends	1.44	2.88
	15	ft H 3" S H. Pipe	1.40	21.00
	1	3" galv. roff Flange		2.00
	40	lbs black lead	.34	13.60
	63	ft 3/4 galv. w. I pipe	.29	18.27
	21	ft. 1/2 " " " "	.23	4.83
	1	1½ n/p Swivel P. Trap		2.95
	12	3/4 galv. mall 90 Ells	.23	2.76
	6	3/4 galv. mall tees	.51	3.06
	4	3/4 " " 45° Ells	.31	1.24
	24	3/4 " Nipples (close ot 6)		4.08
	12	1/2 " Nipples (close to 6)		1.68
	2	1½ " Drg. Tees	1.20	2.40
	4	1½ " " 45° Ells	.93	3.72
	6	1½ Blk " 90° Ells	.93	5.58
	1	A.G.M. Oil Circulating Heater		117.85
				247.30
		Invoices #9934 & 0035	Sales Tax	4.95
				252.25
1948 Oct. 6	1	5½ R.H. Riviera corner tub		112.97
			Sales Tax	2.26
				115.23
Oct. 9	1	5 Box Oakum		1.75
	1	4" Clean Out		1.95
	1	4" xH. San Tee		3.50
	1	3 x 1½ x H Tee		2.60
	4	Light Fixtures	$2.95	11.80
	1	" "		2.75
	1	" "		1.59
	1	1½ c/p S Trap		4.95
	1	can pipe J.T. Cement		.47
	1	4 x 3 x H Reducer		1.35
			Sales Tax	32.71
				.66
				33.37
1948 Oct. 14	1	3" x h Y		2.40
	1	4 x 3 x HTee		3.50
				5.90
			Sales Tax	.12
				6.02
Oct. 16		Sander Rental		3.50
		4 sheets of paper	$.35	1.40
		Invoice #10195		4.90
			Sales Tax	.03
				4.93
Oct. 18	2	days Sander Rental	2.50	5.00
		paper		2.56

1948			Sales tax	.06
		Invoice #10196		7.62
Oct. 18	6	1 in Ells	$.20	1.20
	3	1 3/4 x 3/4 x 1/2 Tees	.45	1.35
	1	P.O. Plug		1.10
				3.65
		Invoice #10229	Sales tax	.08
Oct. 19				3.73
	4	1/2 galv 90° Ells	.21	.84
	1	3/4 brass glove valve		1.90
	2	1/2 galv. coupling	.22	.44
	2	1/2 galv. unions	.69	1.38
	2	3/4 galv. unions	.70	1.40
	1	1 1/4 x 3/4 galv. bush		.31
	1	1 1/2 galv. 90° Ells		.78
	1	1 1/2 x 1 galv. bush		.36
	1	1 x 3/4 galv. bush		.24
	18	ft 3/4 air cell pipe covering	.17	3.06
				10.71
		Invoice #10247	Sales tax	.22
				10.93
1948				
Oct. 21	2	3/4 x 1/2 galv. reducers	$.29	$.58
	4	3/4 x 1/2 " 90° ells	.35	1.40
	4	3/4 " " "	.31	1.24
	1	1 1/2 foot valve		5.05
	1	1 x 3/4 galv. bushing		.24
	3	3/4 galv. G. J. Unions	.70	2.10
				10.61
		Invoice #10262	Sales Tax	.22
				10.83
Oct. 28		Credit Merchandise Returned	Invoice #12221	15.75
Nov. 11		Credit Merchandise Returned	Invoice #12405	2.40

Recorded 28 January 1949 at 11 A.M.

Liber J. H. No. 9, folio 167 Land Records of Anne Arundel County

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LANSVILLE COATES

VS

Theodore R. Correll

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Ref

Mechanics Lien Claim

The Plaintiff, Lansville Coates, claims the sum of Nine Hundred Seven ($907.00) Dollars to be due him from the Defendant, Theodore R. Correll, against all that building occupying a portion or portions of the lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and known and designated as Lots No. 10 and 11 as shown on a plat of the subdivision of part of the McGuckian Property, known as the Linthicum Farm, which plat was made by J. R. McCrone,Jr. Surveyor, in April, 1942, and recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat No. 2, and so much other ground adjacent thereto and used in connection therewith as may be necessary for the ordinary and useful purposes of said

building, which said lots or parcels of ground are more particularly described in a deed from Charles F. Lee, Trustee, dated September 4, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 339 at folio 131, of which said property the Defendant herein was the owner or reputed owner at the time of the finishing of the work set forth on the attached list, which work was furnished to the said Theodore R. Correll for the construction of said building.

The said claim being for work done by the said lienor for or about the erection of said building,at the instance and request of said Defendant, the owner or reputed owner of the property at the time said work was done, which work was furnished at the particular time and of the nature and kind and amount and for the prices set forth in the Bill of Particulars hereto attached, which said work has been furnished within less than six (6) months before the filing of this claim.

Wherefore, the said Lansville Coates hereby requests the Clerk of the Circuit Court for Anne Arundel County to file and record this claim as a lien as well against the said Theodore R. Correll, as against said building and ground as aforesaid, agreeable to the Public General Laws of Maryland with respect to Mechanics' Liens.

Edward G. Chaney
Attorney For Lienor

Lansville Coates
Lien Claimant

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, SS:

I Hereby Certify that on this 26th day of January, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lansville Coates and made oath in due form of law that the matters and things set forth in the foregoing lien claim are true as therein stated, to the best of his knowledge and belief, and he did also make oath that the foregoing account is true and just, and that neither he nor any person on his behalf has received either directly or indirectly any payment or satisfaction or security for the payment or any portion thereof other than as credit is given therefor.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

Edward G. Chaney
Notary Public.

My commission expires May 2, 1949

Itemized Lien Claim of Lansville Coates for work done upon the property of Theodore R. Correll located in the Second Election District of Anne Arundel County, State of Maryland.

	1948		
August	23	8 hours	$16.00
	24	8 "	16.00
	25	8 "	16.00
	26	8 "	16.00
	27	8 "	16.00
	30	8 "	16.00
	31	8 "	16.00
1948 September	1	8 hours	$16.00
	2	8 "	16.00
	3	8 "	16.00
	4	4 "	8.00
	6	12 "	24.00

	7	8 "	16.00
	8	8 "	16.00
	9	8 "	16.00
	10	9 "	18.00
	11	8 "	16.00
	13	9 "	18.00
	14	9 "	18.00
	15	9 "	18.00
	16	10 "	20.00
	17	9 "	18.00
	18	8½ "	17.00
	20	9 "	18.00
	21	9 "	18.00
	22	9 "	18.00
	23	9 "	18.00
	24	8 "	16.00
	25	4 "	8.00
	27	8 "	16.00
	28	8 "	16.00
	29	8 "	16.00
	30	8 "	16.00
October	1	8 "	16.00
	2	4 "	8.00
	4	8 "	16.00
	5	9 "	18.00
	6	8 "	16.00
	7	9 "	18.00
	8	8 "	16.00
	9	5 "	10.00
1948 October	11	4 hours	$ 8.00
	12	8 "	16.00
	12	8 "	16.00
	13	8 "	16.00
	14	11 "	22.00
	15	8 "	16.00
	16	8½ "	17.00
	17	8 "	16.00
	18	8 "	16.00
	19	8 "	16.00
	20	8½ "	17.00
	21	8 "	16.00
	22	8 "	16.00
	23	3 "	6.00
	24	10 "	20.00
	25	8 "	16.00
	26	6 "	12.00
		453½ "	$907.00

The final labor furnished and work done on final check accomplished the 27th day of October, 1948.

Recorded 1949 January 23, at 9:00 A. M.

February 25, 1950

Please enter the above lien Waived as to that portion of property conveyed by Theodore R.Correll to Earnie Lee Gardner and wife, dated Nov. 10, 1948, recorded along the Land Records of Anne Arundel County in Liber J.H.H. No. 499, fol. 586.

50¢ Pd.

The J. F. Johnson Lumber Co.
By: B.H.Farinholt, Pres.
Marvin I. Anderson
Atty. for claimant.

Filed & Recorded Feb. 25, 1950

Feb. 25, 1950

Please enter the above lien Waived as to that portion of property conveyed by Theodore R.Correll to Earnie Lee Gardner & wf., dated Nov. 10, 1948, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 499 folio 586.

50¢ Pd.

Lansville Coates
Edward G. Chaney
Atty. for Claimant

Filed & Recorded Feb. 25, 1950

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Mechanics Lien Claim is truly taken and copied from Liber No. 9 folio 161 one of the Mechanics Lien Dockets for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 6th day of May A. D., 1950.

John H. Hopkins, 3rd, Clerk.

Filed & Recorded Feb. 21, 1950

OWEN MACKELL
vs
THEODORE R. CORRELL

IN THE CIRCUIT COURT
for
Anne Arundel County

Mechanics Lien Claim

The Plaintiff, Owen Makell, claims the sum of Eight Hundred Fifty nine ($859.00) Dollars to be due him from the Defendant, Theodore R. Correll, against all that building occupying a portion or portions of the lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and known and designated as Lots. No. 10 and 11 as shown on a plat of the subdivision of part of the McGuckian Property, known as the Linthicum Farm, which Plat was made by J. R. McCrone, Jr., Surveyor, April 1942, and recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, Plat No. 2,and so much other ground adjacent thereto and used in connection therewith as may be necessary for the ordinary and useful purposes of said building, which said lots or parcels of ground are more particularly described in a deed from Charles F. Lee, Trustee, dated September 4, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 339, at folio 131, of which said property the Defendant herein was the owner or reputed owner at the time of the furnishing of the work set forth on the attached list, which work was furnished to the said

Theodore R. Correll for the construction of said building.

The said claim being for work done by the said lienor for or about the erection of said building, at the instance and request of said Defendant, the owner or reputed owner of the property at the time said work was done, which work was furnished at the particular time and of the nature and kind and amount and for the prices set forth in the Bill of Particulars hereto attached, which said work has been furnished within less than six (6) months before the filing of the claim.

Wherefore, the said Owen Makell hereby requests the Clerk of the Circuit Court for Anne Arundel County to file and record this Claim as a lien as well against the said Theodore R. Correll, as against said building and ground as aforesaid, agreeable to the Public General Laws of Maryland with respect to Mechanics' Liens.

Edward G. Chaney — Owen Makell

Attorney for Lienor. — Lien Claimant

STATE OF MARYLAND, County of Anne Arundel, SS:

I hereby certify that on this 31st day of January, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Owen Makell and made oath in due form of law that the matters and things set forth in the foregoing lien claim are true as therein stated, to the best of his knowledge and belief, and he did also make oath that the foregoing account is true and just, and that neither he nor any person on his behalf has received either directly or indirectly any payment or satisfaction or security for the payment of any portion thereof other than as credit is given therefor.

Witness my hand and Notarial Seal.

Edward G. Chaney,

(Notarial Seal) — Notary Public.

My Commission expires May 2, 1949.

Itemized Lien Claim of Owen Makell For Work Done Upon The Property Of Theodore R.Correll Located In The Second Election District Of Anne Arundel County, State of Maryland.

1848			
August	23	8 hours	$ 16.00
	24	8 "	16.00
	25	8 "	16.00
	26	8 "	16.00
	27	8 "	16.00
	30	8 "	16.00
	31	8 "	16.00
September	1	8 "	16.00
	2	8 "	16.00
	3	8 "	16.00
	6	12 "	24.00
	7	8 "	16.00
	8	8 "	16.00
	9	8 "	16.00
	10	9 "	18.00
	11	8 "	16.00

	13	9 "	18.00
	14	9 "	18.00
	15	9 "	18.00
	16	10 "	20.00
	17	9 "	18.00
	18	8½ "	17.00
	20	9 "	18.00
	21	9 "	18.00
	22	9 "	18.00
	23	9 "	18.00
	24	8 "	16.00
	25	4 "	8.00
	27	8 "	16.00
	28	8 "	16.00
	29	8 "	16.00
	30	8 "	16.00
October	4	8 "	16.00
	5	9 "	18.00
	6	8 "	16.00
	7	9 "	18.00
	8	8 "	16.00
	9	5 "	10.00
	11	8 "	16.00
	12	8 "	16.00
	13	8 "	16.00
	14	11 "	22.00
1948 October	15	8 hours	16.00
	16	8½ "	17.00
	17	8 "	16.00
	18	8½ "	17.00
	19	8½ "	17.00
	20	8½ "	17.00
	21	8 "	16.00
	22	8 "	16.00
	25	8 "	16.00
	26	6 "	12.00
		429½ Hours	$859.00

The final labor furnished and work done on final check accomplished the 27th day of October 1848.

Recorded 1949 January 28, at 9:00 A. M.

Feb. 25, 1950

Please enter the above lien Waived as to that portion of property conveyed by Theodore R. Correll to Earnie Lee Gardner and wife, dated Nov. 10, 1948, recorded among the Land Records

of Anne Arundel County in Liber J.H.H. No. 499, folio 586.

Owen Makell,

Edward G. Chaney,

Atty. for Claimant.

50¢ Pd. Filed Feb. 25, 1950..

STATE OF MARYLAND, ANNE ARUNDEL COUNTY SCT:

I HEREBY CERTIFY, That the aforegoing Mechanics Lien Claim is truly taken and copied from Liber No. 9, folio 164 one o the Mechanics Lien Dockets for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 6th day of May, A. D., 1950.

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

Filed Feb. 21, 1950

DECREE

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

It is thereupon this 11th day of May, 1950, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED, ORDERED AND DECREED:

(1) That the Mechanics' Lien claim of the plaintiff, The J. F. Johnson Lumber Company, be, and the same is hereby, allowed in the amount of Two thousand three hundred three dollars and forty nine cents ($2303.49) with interest thereon from March 18,1949.

(2) That the Mechanics' Lien claim of Lansville Coates be, and the same is hereby, allowed in the amount of Eight Hundred seventy nine dollars and fifty cents ($879.50) with interest thereon from January 28, 1949.

(3) That the Mechanics' Lien Claim of Owen Makell be, and the same is hereby, allowed in the amount of eight hundred fifty nine dollars ($859.00) with interest from January 28, 1949.

(4) That the Mechanics' Lien claim of Economy Auto Supply Company, Inc., be, and the same is hereby allowed, in the amount of Five hundred forty one dollars and seventy cents ($541.70) with interest from January 28, 1949.

(5) That the Mechanics' Lien claims of the defendent, Thomas H. Kirby, be, and the saie is hereby, disallowed as a Mechanics' Lien.

(6) That unless the said Theodore R. Correll pay to the said The J. F. Johnson Lumber Company said sum of Twenty three hundred three dollars and forty nine cents ($2303.49), with interest thereon from March 18, 1949, and its costs of suit, within thirty days from the date of this decree; and unless the said Theodore R. Correll pay to the said Lansville Coates said sum of Eight hundred seventy nine dollars and fifty cents ($879.50), with interest thereon from January 28, 1949, and his costs of suit, within thirty days from the date of this decree; and unless the said Theodore R. Correll pay to the said Owen Makell, said sum of Eight hundred and fifty nine dollars ($859.00) with interest from January 28, 1949, and his cost of suit, within thirty days from the date of this decree; and unless the said Theodore R. Correll pay to the said Ecomony Auto Supply Company, Inc., said sum of Five hundred forty one dollars and seventy cents ($541.70) with interest from January 28, 1949, and his cost of suit, within thirty days from the date of this decree, the property mentioned in these proceedings, that is to say: All that piece or parcel of ground situate, lying and being in the Second Election

District of Anne Arundel County, which, by deed dated September 5, 1945, and recorded among the Land Records of said County in Liber J.H.H. No. 339 folio 131, was granted and conveyed by Charles F. Lee, Trustee, to the said Theodore R. Correll and therein particularly described and referred to be sold, excepting that portion of said property conveyed by Theodore R. Correll to Earnie Lee Gardnier and wife by deed dated November 10, 1948, and recorded among the Land Records aforesaid in Liber J.H.H. No. 499, folio 586; that Louis Strauss, Edward G. Chaney and Marvin I. Anderson, be, and they are hereby appointed Trustees to make said sale, and that the course and manner of their proceedings shall be as follows: they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety, or sureties, to be approved by this Court, or the Clerk thereof,in the penalty of $5,000.00 with a corporate surety, or in the penalty of $10,000.00, with personal sureties, conditioned, no matter the amount, for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future order or decree in the premises; they shall then proceed to make said sale, having given notice by advertisement inserted for three successive weeks in such weekly newspaper, or newspapers, published in said Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which terms shall be cash upon the ratification of said sale by this Court, and, as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on the payment of the whole purchase money (and not before) said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them, sold, free, clear and discharged of all claims of the parties hereto, plaintiff and defendants, and those claiming by, from or under them, or any of them; and the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

(7) That the said Theodore R. Correll pay the costs of this case.

James Clark,

Judge.

Filed May 11th, 1950.

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Louis Strauss, Edward G. Chaney and Marvin I. Anderson, of Annapolis, Anne Arundel County, Maryland, and THE NATIONAL SURETY 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 Five thousand dollars, current money, to be paid to the said State or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents, sealed with our seals and dated this 12th day of June in the year Nineteen hundred and fifty.

Whereas by a decree of the Circuit Court for Anne Arundel County in Equity bearing date May 11, 1950, passed in a cause in said Court, wherein The J. F. Johnson LumberCompany, Incorporated is complainant and Theodore R. Correll et al are defendants known as No. 9830 Equity

the above named Louis Strauss, Edward G. Chaney and Marvin I. Anderson have been appointed Trustees to make sale of the real estate in the proceedings mentioned.

Now the condition of the above obligation is such that if the above bounded Louis Strauss, Edward G. Chaney and Marvin I. Anderson do and shall abide by and fulfill an order or decree which shall be passed by any Court in 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
Marvin H. Anderson

As to Surety
Marvin H. Anderson
(Corporate Seal)

Louis M. Strauss (SEAL)
Edward G. Chaney (SEAL)
Marvin I. Anderson (SEAL)
National Surety Corporation
By Marvin I. Anderson,
Attorney in Fact.

Mr. Clerk:

Please file and approve.

John H. Hopkins, 3rd, Clerk.

June 12", 1950

Filed June 12, 1950

TRUSTEE'S SALE OF

VALUABLE RESIDENTIAL PROPERTY ON CHINQUAPIN ROUND ROAD 2ND DISTRICT

near ANNAPOLIS.

By virtue of a decree of the Circuit Court for Anne Arundel County, dated the 11th day of May, 1950, and passed in a cause therein pending wherein the J. F. Johnson Lumber Company is the plaintiff and Theodore R. Correll, et al, are defendants, being No. 9830 Equity, we the undersigned trustees, will sell the real estate in said proceedings mentioned at public auction at the Court House door, in Annapolis, Maryland, on TUESDAY, JULY 11th, 1950 at 11 o'clock a. m.

All those two lots designated as lots 10 and 11 on plat of McGuckian recorded in Cabinet 3, Rod E 4, plat 2, said lots having a total frontage on CHINQUAPIN ROUND ROAD of 203.32 feet and being the same property conveyed to Theodore R. Correll by Charles F. Lee, Trustee, by deed dated September 5, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 339, folio 131, EXCEPTING, however, that portion of said property conveyed by Theodore R. Correll to Earnie Lee Gardner and wife by deed dated November 10, 1948 and recorded among the Land Records aforesaid in Liber J.H.H. No. 499, folio 586.

Improved by a frame bungalow containing four rooms and bath, electricity, electric pump, one "Norge" electric stove, one "Hot Point" hot water heater and one A. G. M. oil heater.

TERMS OF SALE: A deposit of $500.00 will be required on the day of sale, balance on ratification of sale, with interest from day of sale or all cash at the option of the purchaser. For further particulars apply to undersigned.

GEORGE W. SCIBLE, AUCTIONEER.

LOUIS STRAUSS
EDWARD G. CHANEY
MARVIN I. ANDERSON
TRUSTEES.

J.H.H. No. 68 Equity

PURCHASERS AGREEMENT

This is to certify that I have this day purchased at public sale the within described property from Louis Stratss, Edward G. Chaney and Marvin I. Anderson, Trustees, at and for the sum of Four thousand two hundred seventy five dollars and agree to comply with the terms of sale.

Witness my hand and seal this 11th day of July, 1950.

Witness: C. Carroll Lee (SEAL)

Marvin I. Anderson

AUCTIONEERS CERTIFICATE

This is to certify that I have this day sold at public auction, for Louis Strauss, Edward G. Chaney and Marvin I. Anderson, Trustees, the property herein described to C. Carroll Lee, at and for the price of Four thousand two hundred seventy five dollars, he being at that price the highest bidders therefor and that the sale was fairly made.

Witness my hand and seal this 11th day of July, 1950.

Geo. W. Scible (SEAL)

Auctioneer.

Filed July 12th, 1950

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of Marvin I. Anderson, Edward G. Chaney and Louis Strauss, Trustees appointed in this cause to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of their trust, as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and by hand bills set up at the Court House Door in the city of Annapolis, Maryland. and circulated in Anne Arundel County, for more than three successive weeks before the day of sale, they did, pursuant to said notice, attend, in person, at the Court House Door, in the city of Annapolis, on Tuesday, July 11, 1950, at 11 o'clock A.M., the time and place so advertised, and then and there proceeded to sell all those two lots designated as Lots Nos. 10 and 11 on plat of McGuckian, recorded among the Plat Records of Anne Arundel County in Cabinet 3, Rod E-4, folio 2, said lots having a total frontage on Chinquapin Round Road of 203.32 feet and being the same property conveyed to Theodore R. Correll by Charles F. Lee, Trustee, by deed dated September 5, 1945, recorded among the Land Records of said County in Liber J.H.H. No. 339, folio 131, EXCEPTING, however, that portion of said property conveyed by Theodore R. Correll to Earnie Lee Gardner and wife, by deed dated November 10, 1948, recorded among said Land Records in Liber J.H.H.No. 499, folio 586, and sold the same to C. CARROLL LEE, at and for the price of four thousand two hundred seventy-five dollars ($4275.00), he being then and there the highest bidder therefor.

And your Trustees file herewith the agreement of purchaser and certificate of auctioneer.

The price obtained for the property is fair and reasonable and ratification of sale as made is recommended.

All of which is respectfully submitted.

Marvin I. Anderson

Edward G. Chaney

Louis Strauss.

TRUSTEES.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 12" day of July, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared MARVIN I. ANDERSON, EDWARD G. CHANEY and LOUIS STRAUSS, TRUSTEES, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated and that said sale was fairly made.

As witness my hand and seal Notarial.

Myrtle Sturm,

(Notary Seal) Notary Public.

Filed July 12, 1950

PETITION AND ORDER TO SUBSTITUTE PURCHASER.

To the Honorable, the Judges of said Court:

The petition of C. Carroll Lee and Elizabeth F. Lee, his wife, and Boyd H. Farinholt and Gertrude A. Farinholt, his wife, respectfully shows:

1. That C. Carroll Lee purchased from Marvin I. Anderson, Edward G. Chaney and Louis M. Strauss, Trustees, certain property consisting of two lots of ground with improvements thereon located on Chinquapin Road in the Second Election District of Anne Arundel County, at and for the sum of $4275.00 as appears by the Report of Sale filed in these proceedings.

II. That since said purchase the said C. Carroll Lee has requested that the property be conveyed to C. Carroll Lee and Elizabeth F. Lee, his wife, and Boyd H. Farinholt and Gertrude A. Farinholt, his wife.

Your petitioners therefore pray your Honors to pass an order substituting the said C. Carroll Lee and Elizabeth F. Lee, his wife, and Boyd H. Farinholt and Gertrude A. Farinholt, his wife, as the purchasers of the property in the place and stead of C. Carroll Lee.

C. Carroll Lee

Elizabeth F. Lee

Boyd H. Farinholt

Gertrude A. Farinholt.

We hereby assent to the substitution of purchasers as prayed.

Marvin I. Anderson

Edward G. Chaney

Louis M. Strauss,

Trustees.

ORDER OF COURT.

Ordered this 25th day of August in the year 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, upon the aforegoing petition and assent of the Trustees, that C. Carroll Lee and Elizabeth E. Lee , his wife, and Boyd H. Farinholt and Gertrude A. Farinholt, his wife, be and they are hereby substituted as purchasers of the property mentioned in the foregoing petition and described in the Trustees' Report of Sale, in the place and stead of C. Carroll Lee, the purchaser thereof as mentioned in said Report of Sale.

Benjamin Michaelson.

Judge

Filed 25 August, 1950.

ORDER NISI

ORDERED, this 12th day of JULY, 1950, That the sale of the Property mentioned and

REPORTED BY MARVIN I. ANDERSON, EDWARD G. CHANEY AND LOUIS STRAUSS, Trustees, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 17th day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of theee successive weeks before the 17th day of August next.

The report states that the amount of sales to be $4275.00.

John H. Hopkins, 3rd, Clerk.

Filed 28 August, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 16, 1950

We hereby certify, that the annexed Order Nisi, Eq.-#9830 J. F. Johnson Lumber Co., vs Theodore R. Correll, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 17th day of August, 1950. The first insertion being made the 19th day of July, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 1497. By R. L. Brown.

Filed 28 August, 1950.

FINAL ORDER.

ORDERED BY THE COURT, This 28th day of August, 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 ny 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. ____

Filed 28 August, 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. September 20, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. The J. F. Johnson Lumber Company,Incorporated, a body corporate, vs Theodore R. Correll, et al, in ac.

To Trustees for Commissions, viz:	159.29	159.29
To Trustees for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Defendants' Solicitors' appearance fee	10.00	
Clerk of Court - Court costs	37.15	
C. M. Russell- Sheriff's costs	2.90	
Auditor - stating this account	22.50	82.55
To Trustees for Expenses, viz:		
Capital-Gazette Press- order of publication	28.00	
Capital-Gazette Press- advertising sale	18.75	
Capital-Gazette Press-Order nisi (sale)	6.00	

Capital-Gazette Press- order nisi (acct)		
Barrett Printing Co.,-handbills & tax	8.67	
National Surety Corp- bond premium	20.00	
George W. Scible- auctioneer's fee	25.00	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.47	
Clerk of Court - certified copy of deed	2.00	
Myrtle Sturm - notary fees	1.00	120.37
To Trustees for Taxes, vis:		
1949 State and County taxes	42.52	
1950 State and County taxes,(adjusted)	25.34	67.86
BALANCE FOR DISTRIBUTION TO MECHANICS' LIEN CLAIMANTS -		
Lien Claimants -	$3,879.54	
DISTRIBUTED AT THE RATE OF .7800006%,viz		
To the J.F.Johnson Lumber Co.		
Amount of Lien	$ 2,303.49	
Interest from 3/18/49 to 7/11/50	181.47	
Court costs	6.00	
	$ 2,490.96	1,942.96
To Lansville Coates:		
Amount of Lien	$ 879.50	
Interest from 1/28/49 to 7/11/50	76.57	
	$ 956.07	745.75
To Owen Makell:		
Amount of Lien	$ 859.00	
Interest from 1/28/49 to 7/11/50	74.81	
	$ 933.81	728.38
To Economy Auto Supply Co.		
Amount of Lien	$ 541.70	
Interest from 1/28/49 to 7/11/50	47.19	
Court Costs	4.00	
	$ 592.89	462.45
		3,879.54
		4,309.61

with Marvin I.Anderson,Edward G. Chaney and Louis M. Strauss, Trustees, Cr.

1950		
July 11, Proceeds of Sale	4,275.00	
Interest on deferred payment to 9/7/50	34.61	4,309.61
		4,309.61

Filed Sept. 26, 1950

ORDER NISI

ORDERED, This 26" day of September, 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 26" day of October,next; Provided a copy of this Order be inserted in some newspaperpublished in Anne Arundel County, once in each of three successive weeks before the 26" day of September next.

Filed Sept. 26, 1950 John H. Hopkins, 3rd, --

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 30, 1950

We hereby certify, that the annexed Order Nisi- Eq. #9830 Auditor's Account- The Johnson Lumber Co.,Inc., vs. Theodore R. Correll, 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 October, 1950. The first insertion being made the 4th day of October,1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed 30 Oct. 1950

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

Ordered By The Court , this 30th day of October, 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 30 Oct. 1950.

RUSSELL L. HARDESTY, and Grace J. Hardesty, his wife, vs LOUIS KENNEL, FREDERICK KENNEL, GRACE LACKS, EMMA SIMMONS, and HENRY B. SIMMONS, her husband, and all other persons having or claiming to have any interest in the property assessed to L. Kennell and described as Lots 19 and 20 and Improvements, Green Haven, Third Election District.	NO. 9198 EQUIY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Russell L. Hardesty and Grace J. Hardesty, his wife, by Noah A. Hillman, their solicitor, respectfully represents unto Your Honors:

1. That on October 15, 1935, C. Albert Hodges, former Treasurer of Anne Arundel County, sold at public auction to the County Commissioners of Anne Arundel County, for State and County taxes then in arrears, the hereinafter described property, in fee simple, said sale having been made under authority conferred upon the said Treasurer as Collector of State and County taxes under the statutes in such case made and provided.

2. That the property hereinafter described was conveyed to the Complainants by the County Commissioners of Anne Arundel County and the aforesaid Treasurer by deed dated August 23, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M.

188, folio 146. The aforesaid deed is filed herewith marked "Complainants' Exhibit A", and is prayed to be taken as a part hereof.

3. That Tax Sale Certificate No. 628 has been issued by Thomas W. Davis present Treasurer of the County aforesaid, to the County Commissioners of Anne Arundel County and by said body assigned on the 28th day of January, 1947, to the Complainants. The certificate, with the assignment thereon, is filed herewith, marked "Complainants' Exhibit B", and is prayed to be taken as a part hereof.

4. That the description of the property as the same appears upon the Assessment Book of Anne Arundel County for the Third Election District is:

Lots 19-20 & Improvement Green Haven.

5. That the Complainants are advised and therefore aver that no description of property appears on the Tax Rolls of Anne Arundel County at the time of the aforesaid sale.

6. That the said property has not been redeemed by any party in interest although more than one year and a day from the date of the said sale of the property has expired; and that this proceeding is brought under the provisions of Chapter 761, Acts of 1943, relating to tax sales.

7. That the amount necessary for redemption of the above mentioned property is Sixty-six Dollars and Fourteen Cents ($66.14), being the amount paid for said property , as the same appears on the aforesaid Certificate of Tax Sale, with interest at the rate of 6 per cent per annum from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainants herein subsequent to the date of the sale of said property, plus all other amounts expended by the Complainants as to the aforesaid property under the provisions of Chapter 761 of the Acts of 1943.

8. That improvements have been made on said property since the ratification of said sale.

9. That the Complainants are advised and therefore aver that Louis Kennel , in whose name the aforesaid property was assessed as "L. Kennell" at the date of the aforesaid sale has since died and his widow, Mary A. Kennel, has since died, leaving as his only heirs at law the following named persons who have been made Respondents in this case,namely, Louis Kennel, a son, Frederick Kennel, a son, Grace Lacks, a daughter, and Emma Simmons, a daughter, who inter-married with one Henry B. Simmons.

10. That the dates of death or the approximate dates of death of the deceased persons mentioned in the foregoing paragraph are unknown to the Complainants.

11. That the Last known address of the Respondents, Emma Simmons and Henry B.Simmons, her husband, is 1718 North Collington Avenue, Baltimore, Maryland, and that the Complainants have no knowledge of the whereabouts of the other Respondents.

12. That the Complainants are entitled to proceed to foreclose all rights of redemption in and to the aforesaid property.

TO THE END, THEREFORE:

(a) That this Honorable Court may pass a final decree foreclosing all rights of redemption of all the Respondents herein, in and to the aforegoing property.

(b) That the Court may pass a final decree whereby there will be vested in the Complainants an absolute and indefeasible title to the properties, in fee simple, free and clear of all prior or subsequent alienations and descents and encumbrances, except taxes

and other public liens, accruing subsequent to the date of the sale, and public easements to which the property is or may be subject.

(c) That the Court may grant unto your Complainants such other and further relief as their case may require.

May it please Your Honors to grant unto the Complainants the Writ of Subpoena directed to Emma Simmons and Henry B. Simmons, her husband, at 1718 North Collington Avenue, Baltimore, Maryland, directing and commanding them to be and appear in this Court on some certain day to be named therein, and redeem the property or answer the premises and abide by and perform such decrees or orders as may be passed therein, and warning them that in case of failure to do so a final decree will be rendered foreclosing all rights of redemption in the aforesaid property, and the Order of Publication giving notice to the Respondents, Louis Kennel, Frederick Kennel and Grace Lacks and all persons having or claiming to have any interest in the aforesaid property of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by solicitor, on or before a certain day to be named therein and show cause, if any they may have, why a decree should not be passed as prayed.

And as in duty bound, etc.

Noah A. Hillman
Solicitor for Complainants

Russell L. Hardesty
Grace J. Hardesty
Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 10th day of February, 1947, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Russell L. Hardesty and Grace J. Hardesty, the above named Complainants, and made oath in due form of law that the matters and facts set forth above are true and correct to the best of their information, knowledge and belief.

Witness my hand and Notarial Seal.

Lillian M. Fine,
Notary Public.

(Notarial Seal)

Filed Febry, 14", 1947.

COMPLAINANTS' EXHIBIT "A" DEED.

(INT. REV.STAMP .50)(MD. STATE STAMP .20¢)

THIS DEED, Made this 23 day of August, 1938, by and between C. Albert Hodges, Late Treasurer of Anne Arundel County, party of the first part, and the County Commissioners of Anne Arundel County, a body corporate, party of the second part, Grantors, and Russell L. Hardesty and Grace J. Hardesty, his wife, parties of the third part, Grantees, all of Anne Arundel County State of Maryland.

WHEREAS, DEFAULT HAVING BEEN MADE IN PAYMENT OF State, County and School taxes, due and owing on the property hereinafter mentioned for the years 1934 and prior, and assessed to Louis Kennel and wife, the said Albert C. Hodges, late Treasurer and Collector of State, County and School taxes, under the provisions of the laws of the State of Maryland and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default, and

WHEREAS the said C. Albert Hodges, late County Treasurer as aforesaid, sold the said

property at public sale to the County Commissioners of Anne Arundel County, a body corporate, it being then and there the highest bidder, and

WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and after due publication of an Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on August 12, 1938, the said C. Albert Hodges, late County Treasurer, is authorized by law to execute this Deed, and

WHEREAS, the said County Commissioners of Anne Arundel County, a body corporate, has sold all its right, title and interest in said property unto the said Russell L. Hardesty and Grace J. Hardesty, his wife, and desire to transfer its interest unto them.

NOW, THEREFORE, THIS DEED WITNESSETH that for and in consideration of the premises and for the sum of Five Dollars and other good and valuable considerations paid by the parties of the third part to the said parties of the first and second parts, receipt whereof is hereby acknowledged, the said parties of the first and second parts do hereby grant and convey unto the said Russell L. Hardesty and Grace J. Hardesty, his wife, grantees, as tenants by entireties, their heirs and assigns, in fee simple, forever, all of the following property:

BEGINNING in the west side of West Shore Road at a point distant 94.26 feet northerly from the southeast corner of waterfront lot No. 19, as shown on Map No. 2 of Outing Park, reported among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 102 and running thence westerly and at right angles to the said West Shore Road to the waters of Stoney Creek, thence southerly along the shore of Stoney Creek, to the intersection of a line parallel to and distant 125.26 feet from the first described line, thence easterly, along said parallel line to the west side of said West Shore Road, thence at right angles to the last described line, northerly along the said west side of West Shore Road 125.26 feet to the place of beginning, the said plot of land being a part of Lots Nos. 19 and 20 as shown on said Map No. 2 of Outing Park, (now known as Green Haven), above described and contained between two parallel lines running at right angles to the said West Shore Road and distant 125.26 feet apart.

BEING all that lot of ground conveyed to Louis Kennel and wife by deed dated March 28, 1917 and recorded among the Land Records of Anne Arundel County in Liber G. W. 137, folio 396. See also Tax Docket F.A.M. No. 3, folio 8 tax sale No. 3,010.

TOGETHER with the buildings, improvements thereupon erected, made or being and each and every, the rights, roads, ways, privileges, appurtenances to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Russell L. Hardesty and Grace J. Hardesty, his wife, as tenants by entireties, their heirs and assigns, in fee simple, forever.

WITNESS the hand and seal of C. Albert Hodges, late Treasurer of Anne Arundel County and witness also the signature of Thomas J. Cullimore, President of the County Commissioners a body corporate and the corporate seal thereof duly affixed and attested by its Clerk.

Test: C. Albert Hodges (SEAL)

Rebecca Medford. Late Treasurer of Anne Arundel County.

(CORPORATE SEAL) COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

Attest: By Thomas J. Cullimore,

R. Harry Arnold,

Clerk.

Recorded 8 Sept. 1938, at 10 A.M., F.A.M. No. 188, Fol. 146.

Filed February 14, 1947

628 COMPLAINANTS' EXHIBIT "B" . CERTIFICATE OF TAX SALE.

I, Thomas W. Davis, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October Oct. 15, 1935, C. Albert Hodges sold to A. A. County Commissioners at public auction for the sum of Sixty-six Dollars and fourteen Cents, of which ___ Dollars has been paid as a deposit on the property in 3rd Dist. described as Lots 19-20 & Improvements Green Haven and assessed to L. Kennell

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 16-1936, 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 Twenty-second day of January, 1946.

Thomas W. Davis,

(Over) Collector. W.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify, that on this 22 day of January, 1946, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared Thomas W. Davis, 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.

Theodore T. Pantaleo,

(Notarial Seal) Notary Public

My Commission Expires May 5, 1947.

January 28, 1947.

For value received, receipt of which is hereby acknowledged, the County Commissioners of Anne Arundel County, a body corporate, hereby assign the within Certificate of Tax Sale to Russell L. Hardesty and Grace J. Hardesty, his wife.

Witness the signature of Weems R. Duvall, President of the County Commissioners, a body corporate and the corporate seal thereof duly affixed and attested by its Clerk.

Attest: COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

(CORPORATE SEAL.)

R. Harry Arnold, By Weems R. Duvall,

Clerk. President.

Filed Feby. 14", 1947

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following described property sold in fee simple by the Treasurer of Anne Arundel County as Collector of taxes for said County and The State of Maryland to the County Commissioners of Anne Arundel County on October 15, 1935.

The Bill of Complaint states that on October 15, 1935, C. Albert Hodges, former Treasurer of Anne Arundel County, sold at public auction to the County Commissioners of Anne Arundel County, for State and County taxes then in arrears the hereinafter described property in fee simple; that the said property was conveyed by the County Commissioners and the aforesaid Treasurer by deed dated August 23, 1938, and recorded among the Land Records of said County in Liber F.A.M. 188 folio 146, said deed is filed herewith, marked "Complainants' Exhibit A"; that Tax Sale Certificate No. 628 has been issued by Thomas W. Davis, present Treasurer of the County aforesaid to the said County Commissioners and by that body assigned on the 28th day of January, 1947, to the Complainants, said certificate is filed herewith, marked "Complainants' Exhibit B"; that the description of the property as the same appears upon the Assessment Book of Anne Arundel County for the Third Election District is Lots 19-20 & Improvement Green Haven that no description of the property appeared on the Tax Roll of the said County at the time of the aforesaid sale; that the property has not been redeemed by any party in interest although more than one year and a day from the date of said sale has expired; that this proceeding is brought under the provisions of Chapter 761, Acts of 1943, relating to tax sales; that the amount necessary for redemption of the property os $66.14 with interest at the rate of 4 per cent per annum from the date of the sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainants subsequent to the date of said sale, plus all other amounts expended by the Complainants under the provisions of Chapter 761, Acts of 1943; that certain improvements have been placed on the property since the ratification of said sale; that Louis Kennel, in whose name the property was assessed as "L. Kennell" at the date of said sale, has since died and his widow, Mary A. Kennel, has since died, leaving as his only heirs at law, Louis Kennel, a son, Frederick Kennel, a son, Grace Lacks, a daughter, and Emma Simmons, a daughter, who inter-married with on_ Henry B. Simmons; that the dates of death of the deceased persons hereinbefore mentioned are unknown to the Complainants; that the last known address of Emma Simmons and Henry B. Simmons, her husband, is 1718 North Collington Avenue, Baltimore, Maryland, and that the addresses of the other Respondents are unknown; that the Complainants are entitled to foreclose all rights of redemption in and to the aforesaid property.

It is thereupon this 14" day of February, 1947, 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 weekly newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning the Respondents and all persons having or claiming to have an interest in the said property to be and appear in this Court by the 21" day of April, 1947, and redeem the property described 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 Complainants a title in fee simple, free and clear of all encumbrances.

John H. Hopkins, 3rd,

Clerk

Filed Feby. 14", 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 17th, 1947

We hereby certify, that the annexed Order of Publication Russell L. Hardesty- 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 21st day of April, 1947. The first insertion being made the 20th day of February, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,

By Mae Carlson

Filed April 22", 1947

DECREE PRO CONFESSO

The Defendants Louis Kennell, Frederick Lennel, Grace Lacks, Henry Simmons and Emma Simmons, his wife, and all other persons having or claiming to have any interest in these proceedings after Order of Publication duly published and (having been duly summoned) having failed to appear to the Bill of Complaint and answer same according to the command of the said Order of Publication and Writ of Summons.)

It is thereupon this 29 day of April 1947, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendants.

And it is further ordered that leave is hereby granted to the Plaintiff, to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill, or to file affidavits in support thereof.

William J. McWilliams,

Judge.

Filed April 29", 1947

AFFIDAVIT OF RUSSELL L. HARDESTY, ET UX AND NOAH A.HILLMAN,ATTORNEY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

IN accordance with the decree pro confesso, the Plaintiffs and Noah A.Hillman, their Solicitor, respectfully show:

1. That the Plaintiffs are not acquainted with any of the parties Defendant named in the Bill of Complaint.

2. That prior to the institution of this suit the Defendants, Henry B. Simmons and Emma Simmons were contacted for the purpose of obtaining a Quit Claim Deed and refused to have anything to do with the matter of the property involved herein.

3. That the names of the parties Defendant, children of Louis Kennel amd Mary A. Kennel, his wife, were obtained from Emma Simmons, the Defendant, who was Emma Kennel.

4. That the allegations contained in paragraph No. 9 of the Bill of Complaint showing the death of Louis Kennel and the subsequent death of Mary A. Kennel, his widow, were obtained from the said Emma Simmons.

SWORN TO before me this 28 day of April, 1947, by Russell L. Hardesty and Noah A.Hillman, Attorney.

Lillian M. Fine,

(Notarial Seal) Notary Public.

Filed May 2", 1947

D E C R E E

The time limited in the Order of Publication having expired, said Order having been duly published and the Defendants Henry Simmons and Emma Simmons, his wife, having been duly summoned, the Bill of Complaint being taken pro confesso as against said Defendants as well as Louis Kennel, Frederick Kennel and Grace Lacks and all persons having or claiming to have any interest in the property mentioned in this case, the Bill of Complaint, Exhibits, Affidavit of Russell L.Hardesty et al and Proceedings in this case having been by the Court read and considered.

IT IS THEREUPON, this 5" day of June, 1947, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, ADJUDGED AND DECREED, that the Complainants are entitled to relief; and

It is further ADJUDGED AND DECREED that all rights of redemption of all Defendants, whether named or not, and of all persons having or claiming to have any interest in the property mentioned in these proceedings, their heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, assigns, or successors in right, title or interest, be, and they are hereby forever foreclosed, the sale of said property by C. Albert Hodges, Treasurer of Anne Arundel County, as Collector of State and County taxes, being finally ratified and confirmed; and

It is further ADJUDGED AND DECREED, that there is now vested in RUSSELL L. HARDESTY AND GRACE J. HARDESTY, his wife, the Complainants herein, an absolute and indefeasible title, in fee simple, in the hereinafter described property, free and clear of all alienations and descents, except taxes accruing subsequent to the date of sale and public easements to which said property may be subject, the said property being described as follows, that is to say :

BEGINNING in the west side of West Shore Road at a point distant 94.26 feet northerly from the southeast corner of waterfront lot No. 19, as shown on Map No. 2 of Outing Park, recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 102, and running thence westerly and at right angles to the said West Shore Road to the waters of Stoney Creek, thence southerly along the shore of Stoney Creek, to the intersection of a line parallel to and distant 125.26 feet from the first described line, thence easterly along said parallel line to the west side of said West Shore Road, thence at right angles to the last described line, northerly along the said west side of West Shore Road 125.26 feet to the place of beginning, the said plot of land being a part of Lots Nos. 19 and 20 as shown on said Map No. 2 of Outing Park (now known as Green Haven). above described and contained between two parallel lines running at right angles to the said West Shore Road and distant 125.26 feet apart

BEING all that lot of ground conveyed to Louis Kennel, and Mary A. Kennel, his wife, by deed dated March 28, 1917 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 137, folio 396; situated in the Third Election District of Anne Arundel County.

BEING also the lots of ground mentioned and described in Anne Arundel County Certificate of Tax Sale Number Six hundred twenty-eight (628), assigned by the County Commissioners of Anne Arundel County to said Russell L. Hardesty and Grace J. Hardesty, his wife.

IT IS FURTHER ADJUDGED AND DECREED that Joseph H. Griscom, Treasurer of Anne Arundel County and Collector of State and County taxes execute a deed to Russell L. Hardesty and Grace J. Hardesty, his wife, for the aforegoing property upon payment to him of the balance of the purchase price of the property, together with all taxes and interest and penalties thereon accruing subsequent to the date of sale; the said deed to be prepared by the complainants in this cause or their attorney and all expenses incident to the preparation and execution of said deed to be paid by the said complainants.

It is finally ADJUDGED AND DECREED that the Complainants pay the costs of these proceedings.

William J. McWilliams,

Judge.

Filed 5 January, 1947.

IN THE MATTER OF THE	:	No. 9991 Equity
MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
CLEMENT W. BRANHAM and	:	FOR
ELIZABETH K. BRANHAM, his wife.	:	ANNE ARUNDEL COUNTY

:: : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.,

Attorney named in the Mortgage .

Filed June 28", 1950

ORIGINAL MORTGAGE.

(MD. STATE STAMPS $1.65)

THIS MORTGAGE, Made this 30th day of August, 1948, by and between Clement W. Branham and Elizabeth K. Brenham, 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 1_1A,1x1 B 1_1C I_IGI as herein indicated, and being the holder of -19- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate and a member thereof, have received from said body corporate an advance of $1,900.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar the receipt of which is hereby acknowledged, the said Mortgagors do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all that lot of ground, situate, lying and being in Linthicum Heights, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING ALL THAT PARCEL OF GROUND FRONTING 55 FEET, MORE OR LESS, ON THE Northeastern-most side of Mountain Road with a depth Northeasterly of 149 feet, more or less, and being Lot No. 204 as shown on Plat No. 3 of Linthicum Heights, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-8, Plat No. 337.

BEING ALSO the same lot of ground which the Mortgagors acquired from Frankie D. Wilson, Widow, by deed dated April 21, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 401, folio 497.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923

of the Laws of Maryland of 1945 or any amendments thereto; subject, however to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, ways, easements, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows: viz: to pay to the said MORTGAGEE its successors and assigns, the monthly sum of $9.50 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 $9.50 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 mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws,and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, That until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. BUT if default be made in the payment of any of the said monthly sums of money, and continues for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS: or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days 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 said MORTGAGORS for themselves, their heirs, personal representatives and assigns

do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commissions the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, ITS SUCCESSORS OR ASSIGNS, OR ITS Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest,costs,expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do forther 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 $1,900.00 and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of 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: Clement W. Branham (SEAL)

Fred W. Keuthe Elizabeth K. Branham (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of August, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Clement W. Branham and Elizabeth K. Branham, his wife, and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh, 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.

Fred W. Keuthe,

(Notarial Seal) Notary Public.

(MORTGAGE ACCOUNT NO. 2562.)

Recorded 31 August, 1948,at 2:30 P. M. in Liber J.H.H. No. 486,folio 547.

Filed June 28, 1950

STATEMENT OF CLAIM.

Advanced to Mortgage Loan		$1,900.00
Interest from the 30th day of January,1950, to the 30th day of June, 1950	$47.50	47.50
		$1,947.50
Dues Paid to Date		91.92
Total amount due under Mortgage.		$1,855.58

(CORPORATE SEAL) GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

By Fred W. Keuthe, - Secretary.

STATE OF MARYLAND,

ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of June, 1950; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Keuthe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

(Notary Seal)

Amelia H. Tubman,

Notary Public

Filed June 28", 1950

B O N D.

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr.,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 Twenty-five Hundred ($2500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly, by these presents, sealed with our seals, and dated this 8th day of August, 1950.

WHEREAS, by virtue of a power of sale contained in a mortgage from Clement W.Branham and Elizabeth K. Branham, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County bearing date on or about the 30th day of August, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 486 folio 547, the said John Demyar, Jr., is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said John Demyan,Jr., is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John Demyan, Jr., do, and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect,otherwife to be and remain in full force and virtue in law.

Witness
Elleanor G. Owings.

John Demyan, Jr., (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate

(Corporate Seal)

By John H. Hopkins, IV.,

Attorney.

Approved:
John H. Hopkins, 3rd,

8-8-50 Clerk.

Filed Aug. 8," 1950

JOHN DEMYAN, JR., ATTORNEY AT LAW, COUNTY TRUST BLDG., ANNAPOLIS, MD.

MORTGAGE SALE OF VALUABLE FEE SIMPLE PROPERTY.

Lot No. 204, as shown on Plat No. 3, Linthicum Heights, recorded among the Plat Records of Anne Arundel County, in Plat Cabinet No. 2, Rod D-8, Plat No. 337.

Property located at Linthicum Heights, Fifth Election District of Anne Arundel County, State of Maryland.

Under and by virtue of the power of sale and authority contained in a Mortgage from Clement W. Branham and Elizabeth K. Branham, his wife, to the Glen Burnie Savings and Loan Association of Anne Arundel County, dated August 30, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 486, folio 547 (default having occurred thereunder), the undersigned, the attorney named in the mortgage, will sell at public auction, at the Court House door, Annapolis, Maryland on TUESDAY, AUGUST 8TH, 1950 AT 11:00 O'CLOCK A. M.,

All that lot of ground situate, lying and being in Linthicum Heights, Fifth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING all that parcel of ground fronting 55 feet,more or less, on the Northeasternmost side of Mountain Road with a depth Northeasterly of 149 feet, more or less, and being Lot No. 204 as shown on Plat No. 3 of Linthicum Heights, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2,Rod D-8, Plat No. 337.

BEING ALSO the same lot of ground which the said Clement W. Branham and Elizabeth K. Branham, his wife acquired from Frankie L. Wilson, Widow, by deed dated April 21, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 401, folio 497.

IMPROVEMENTS: Two Story Dwelling.

TERMS OF SALE:A cash deposit of $500.00 will be required of the purchaser at time and date of sale; balance of purchase money upon ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement.Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

George W. Scible, Auctioneer.

John Demyan,Jr.,

Attorney named in Mortgage.

AUCTIONEER'S CERTIFICATE.

This is to certify that we have this 8th day of August, 1950, sold the property described in the advertisement on the reverse side hereof, belonging to Clement W. Branham and Elizabeth K. Branham, his wife, at foreclosure proceedings unto Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, at and for the sum of Twenty one Hundred Dollars, it being then and there the highest bidder for said property; and that said sale was fairly made.

George W. Scible, Auctioneer.

John Demyan, Jr., Attorney named in Mortgage.

AGREEMENT OF PURCHASERS

I HEREBY CERTIFY, that I have this 8th day of August, 1950, purchased from John Demyan, Jr., Attorney named in the Mortgage, at public sale, at foreclosure proceedings, all that property described on the reverse side hereof, at and for the sum of Twenty One Hundred ($2100.00) Dollars, and do hereby agree to comply with the terms of sale.

Glen Burnie Sav. & Loan Asso.

By Fred W. Keuthe, Secty.

PURCHASER.

Filed August 8, 1950

J.H.H. No. 68 EQUITY

CERTIFICATE OF PUBLICATION

, ANNAPOLIS, MD. August 7, 1950.

We hereby certify, that the annexed Notice of Mortgage Sale, CLEMENT W. BRANHAM, 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 2nd day of August,1950. The first insertion being made the 5th day of July, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed Aug. 8", 1950.

(A1) Annapolis, Maryland, August 8th,1950

THIS IS TO CERTIFY, that I have this 8th day of August in the year 1950, sold the property described by said advertisement in the Fifth Election District of Anne Arundel County and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber JHH 401, Folio 497, at and for the sum of Twenty One Hundred ($2100.00) Dollars, to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, it then and there being the highest bidder for said property.

Geo. W. Scible- Auctioneer.

Purchasers Agreement.

(B1) I HEREBY CERTIFY, that I have this 8th day of August, in the year 1950, purchased from John Demyan,Jr., Attorney named in Mortgage, the property situated in the Fifth Election District of Anne Arundel County, and described in a deed recorded among the Land Records of Anne Arundel County in Liber JHH 401 folio 497, at and for the sum of Twenty-One hundred ($2100.00) Dollars, and it does hereby agree to comply with the terms of sale

Glen Burnie Savs. & Loan Asso.,

Fred W. Keuthe, Purchaser.

Filed 8 August, 1950

A F F I D A V I T .

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8" day of August, 1950, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan,Jr., Attorney named in the Mortgage for the purpose of foreclosure; and at the same time also appeared George W. Scible, Auctioneer, and they made oath in due form of law that they read the following terms of sale prior to the sale of the property of these proceedings, at the Court House door, Annapolis, Maryland, on August 8, 1950 at 11 o'clock, namely:

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

WITNESS my hand and Notarial Seal.

John Demyan, Jr., Clemence C. Burwell, Notary Public

Attorney named in the Mortgage

Geo. W. Scible, Auctioneer, AFFIANTS

Filed 8 Aug. 1950

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Sale of John Demyan,Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Clement W. Branham and Elizabeth K. Brenham, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated August 30, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 459, Folio 208; the said John Demyan, Jr., Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, at the Court House Door, City of Annapolis, State of Maryland; Tuesday, August 8th, 1950, at 11 o'clock A.M., and then and there sold the said property to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, at and for the sum of Twenty One Hundred ($2100.00) Dollars, being at that figure the highest bidder therefore, said property being the following :

All that lot of ground situate, lying and being in Linthicum Heights, Fifth Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING all that parcel of ground fronting 55 feet, more or less, on the Northeastermost side of Mountain Road with a depth Northeasterly of 149 feet, more or less, and being Lot No. 204 as shown on Plat No. 3 of Linthicum Heights, recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-8, Plat No. 337.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder therefore.

Respectfully submitted

John Demyan, Jr.,

Attorney named in Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit :

I HEREBY CERTIFY that on this 8" day of August, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared John Demyan,Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that said sale was fairly made to the highest bidder therefor.

WITNESS my hand and Notarial Seal.

CLEMENCE C. BURWELL,

Notary Public

(Notarial Seal)

Filed 8 August, 1950.

J.H.H. No. 68 Equity

ORDER NISI

ORDERED, this 8 day of August, 1950, That the sale of the Real Estate mentioned in these proceedings made and reported by John Demyan, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of September next. The report states that the amount of sales to be $2100.00.

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

Filed 8 August, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 5, 1950.

We hereby certify, that the annexed Order Nisi- Eq. #9991- Clement W. Branham 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 September, 1950. The first insertion being made the 9th day of August, 1950

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 5048 By R. L. Brown,

Filed Sept. 6, 1950

FINAL ORDER

ORDERED BY THE COURT, This 19th day of September, 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,

Judge.

Filed Sept 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. September 19, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Clement W.Branham and Elizabeth K.Branham, his wife, in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	96.00	146.00
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	42.52	
Capital-Gazette Press- order nisi(sale)	6.00	

Capital-Gazette Press, Order nisi (acct)	6.00	
Art Press- handbille and tax	13.77	
Globe Indemnity Co. - bond premium	10.00	
George W. Scible- auctioneer's fee	15.00	
One-half Federal revenue stamps	1.38	
One-half State revenue stamps	1.37	
Clemence C Burwell - Notary fees	1.00	97.04
To Attorney for Benefit Charges, viz:		
Anne Arundel County Sanitary Comm- water rent to 3/1/50	6.00	6.00
To The Glen Burnie Savings & Loan Ass'n. of Anne Arundel		
County, mortgagee - this Balance on account mortgage claim	1,823.66	1,823.66
		2,110.45
Amount of mortgage claim filed	1,855.58	
Cr. Amount allowed as above	1,823.66	
Balance subject to decree in personam	31.92	
with John Demyan, Jr., Attorney named in Mortgage		Cr.
1950		
Aug. 8 Proceeds of Sale	2,100.00	2,100.00
Refund 1950 State and County taxes		
($26.32 adjusted to 8/8/50)	10.45	10.45
		2,110.45

Filed Sept. 26, 1950

ORDER NISI

ORDERED, This 26" day of September, 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 26" day of October nexrl Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26" day of October next.

John H. Hopkins, 3rd,

Filed 26 September, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 31, 1950.

We hereby certify, that the annexed Order Nisi Eq.,#9991- Auditors Account-CLEMENT W. BRANHAM- was published in MARYLAND GAZETTE- a newspaper published in the City of Annapolis, Maryland, once a week for 4 successive weeks before the 26th day of October, 1950. The first insertion being made the 4th day of October, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 2771. By R. L. Brown

Filed 2 Nov. 1950

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

ORDERED BY THE COURT, this 3d. day of November, 1950, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the

contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson,

A. J.

Filed 3 November, 1950.

RUTH ELIZABETH CHERICO 60 N. E. 59 Street, Miami, Florida.	:	No. 9950 EQUITY
VS.	:	IN THE CIRCUIT COURT
JAMES VINCENT CHERICO near South River Bridge Edgewater, Maryland.	:	FOR ANNE ARUNDEL COUNTY

:::::::

BILL OF COMPLAINT FOR PARTITION.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATRIX, complaining says:

FIRST: That by deed dated June 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411, folio 315, Louis N. Phipps and wife conveyed to your oratrix and the respondent a 0.57-acre tract ot land located on South River Road, Second Election District, Anne Arundel County, Maryland. A certified copy of said deed is filed herewith and marked "Complainant's Exhibit A."

SECOND: That by deed dated September 5, 1947. and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 429, folio 22, Louis N. Phipps and wife conveyed to your oratrix and the respondent a 1.49-acre tract of land located on South River Road, Second Election District of Anne Arundel County, Maryland. A certified copy of said deed is filed herewith and marked "Complainant's Exhibit B."

THIRD: That said lots are improved by a one-story, shingle bungalow, with all modern conveniences, which said property has a total sales value of approximately $12,000.00, and that said property is free and unencumbered.

FOURTH: That your oratrix was granted a final decree of divorce from the respondent, James Vincent Cherico, on May 2, 1950, in the proceedings known as No. 131159-E, In The Circuit Court of the Eleventh Judicial Circuit of Florida, in and for Dade County, a certified copy of said decree of divorce being filed herewith and marked "Complainant's Exhibit C."

FIFTH: That at the time said decree of divorce was granted, title to said real estate automatically vested in your oratrix and the respondent as tenants in common, the said Ruth Elizabeth Cherico and James Vincent Cherico both being of full legal age.

SIXTH: That for some time past, the respondent, James Vincent Cherico, has been occupying said property without accounting to your oratrix for its use by the payment of rent, and that your oratrix, therefore, is being deprived of any benefit from or enjoyment of said real estate.

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

TO THE END, THEREFORE:

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

B. THAT a distribution of the proceeds of such sale may be made,according to the respective interests of the parties.

C. THAT your oratrix may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena directed to the said James Vincent Cherico, who resides at Edgewater, Maryland, near the South River Bridge, commanding him to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.,

Ruth Elizabeth Cherico,

Complainant.

Albert J. Goodman,
12 Church Circle, Annapolis, Maryland.

Solicitor for Complainant.

Filed May 10th, 1950

COMPLAINANT'S EXHIBIT A. DEED.

(INT. REV. STAMPS $2.20)(MD. STATE STAMPS $2.20)

THIS DEED, made this 4th day of June, 1947, by and _ Louis N. Phipps and Mae S. Phipps, his wife, of Anne Arundel County, State of Maryland, parties of the first part and GRANTORS, and James V. Cherico and Ruth Cherico, his wife, parties of the second part and GRANTEES, of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt whereof in full is hereby acknowledged, the said Grantors do hereby grant and convey unto the said James V. Cherico and Ruth Cherico, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple, all that lot or parcel of ground, lying, situate, and being in the Second Election District of Anne Arundel County and, more particularly described as follows:

BEGINNING for the same at an iron pipe on the corner formed by the intersection of the westerly side of the Old South River Road and the southerly side of ten foot wide road, said pipe being distant South 15 degrees 29 minutes West, 10.0 feet from an iron pipe found marking the beginning of the description containing in the deed dated April 3rd, 1947, whereby the property was conveyed by Louis N. Phipps and Mae S. Phipps, his wife, to John D. Stinchcomb and Helen C. Stinchcomb, his wife, and left for record among the Land Records of Anne Arundel County, Maryland, on April 3rd, 1947, and running thence from said beginning point and along the said northerly side of the Old South River Road South 15 degrees 29 minutes West, 155 feet to an iron pipe; thence leaving said road and running across the land of the Grantor of which the land hereby conveyed is a part North 73 degrees 24 minutes West, 183.12 feet to an iron pipe on the easterly side of the New South River Road; thence with said side of said last mentioned road the two following courses and distances; North 35 degrees 36 minutes East, 71.03 feet and North 34 degrees 57 minutes East, 89.97 feet to an iron pipe on the intersection of the easterly side of said last mentioned road with the southerly side of the above mentioned ten foot wide road; thence leaving the New South River Road and with the westerly side of the

ten foot wide road South 74 degrees 29 minutes East, 128.69 feet to the place of beginning. CONTAINING 0.57 Acre of land, more or less. According to a survey made in May, 1947, by T. T. Pantaleo, Registered Land Surveyor.

BEING a part of the property which was conveyed to Louis N. Phipps and Mae S. Phipps, his wife, by Workmens Circle Branch Camp 92, Inc., a body corporate of the District of Columbia, by deed dated February 12, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 324, folio 263.

TOGETHER with the buildings and improvements thereon, made or being, and the rights, ways, waters, privileges and appurtenances thereon belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lot or parcel of ground unto and to the proper use and benefit of the said James V. Cherico and Ruth Cherico, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple.

AND the said Grantors hereby covenant that they will Warrant Specially the title to the property hereby conveyed, and will execute such other and further assurances of the same as may be requisite.

WITNESS the hands and seals of the said Grantors.

Test: Louis N. Phipps (SEAL)

Henry J. Tarantino. Mae S. Phipps (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 4 day of June, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis N. Phipps and Mae S. Phipps, his wife, the above named Grantors, and acknowledged the aforegoing DEED to be their act and Deed.

WITNESS my hand and Notarial Seal.

Henry J. Tarantino,

Notary Public.

(Notarial Seal)

Recorded June 4th, 1947 at 2-35 P.M.
J.H.H. No. 411, folio 315.
Filed May 10", 1950.

COMPLAINANT'S EXHIBIT B - DEED

(INT. REV. STAMPS $3.85)(MD. STATE STAMPS $3.85)

THIS DEED, Made this fifth day of September, 1947, by and between Louis N. Phipps and Mae S. Phipps, his wife, of Anne Arundel County, Maryland, parties of the first part and GRANTORS, and James V. Cherico and Ruth Cherico, his wife, of Anne Arundel County, Maryland parties of the second part and GRANTEES, WITNESSETH:

THAT for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto James V. Cherico and Ruth Cherico, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple all that tract of land on the South River Road, situate, lying and being in the Second Election District of Anne Arundel County, and being more particularly described as follows:

BEGINNING for the same at an iron pipe on the westerly side of the Old South River Road at the end of the first or South 15 degrees 29 minutes West, 155.0 foot line of the description contained in a deed from the Grantors to the Grantees, dated June 4, 1947, and left for record among the Land Records of County aforesaid on June 4, 1947, and

running thence from said beginning point and along the westerly side of the Old South River Road, South 15 degrees 29 minutes West, 270.0 feet to an iron pipe on the northerly side of an existing road, approximately 20 feet in width, leading from the Old South River Road to the New South River Road, and running thence with the northerly side of said 20 foot wide road the two following courses and distances: North 71 degrees 36 minutes West, 155.1 feet to an iron pipe and North 52 degrees 49 minutes West, 177.77 feet to an iron pipe on the easterly side of the New South River Road; thence with the easterly side of the New South River Road, North 35 degress 36 minutes East, 236.94 feet to an iron pipe at the end of the second or North 73 degrees 24 minutes West, 183.12 foot line of the above mentioned description in the deed from Phipps to Cherico; thence with said line reversed, South Seventy-three (73) degrees twenty-four (24) minutes East, 183.12 feet to the place of beginning. Containing 1.49 acres of land, more or less; according to a survey of same in September, 1947, by T. T. Pantaleo, Registered Land Surveyor.

BEING a part of the property which was conveyed to Louis N. Phipps and Mae S. Phipps, his wife, by the Workmens Circle Branch Camp 92, Inc., a body corporate of the District of Columbia, by deed dated February 12, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 324, folio 263.

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

TO HAVE AND TO HOLD the above described lot or parcel of ground unto and to the proper use and benefit of the said James V. Cherico and Ruth Cherico, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple.

AND the said Grantors hereby covenant that they will warrant specially the title to the property hereby conveyed and will execute such other and further assurances of the same as may be requisite.

WITNESS THE lands and seals of the said Grantors.

Test: Louis N. Phipps, (SEAL)

Jenry J. Tarantino. Mae S. Phipps, (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNT, to wit:

I hereby Certify, that on this 5th day of September, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louis N. Phipps and Mae S. Phipps, his wife, the above named Grantors and each acknowledged the foregoing DEED to be their act and deed.

Witness my hand and Notarial Seal,

(Notarial Seal)

Henry J. Tarantino.

Notary Public.

Recorded 5th September 1947 at 11:20 A.M. Liber J.H.H. No, 429 folio 22.

Filed May 10, 1950.

COMPLAINANT'S EXHIBIT C.

FINAL DECREE OF DIVORCE.

RUTH ELIZABETH CHERICO : IN THE CIRCUIT COURT OF THE ELEVENTH
;
Plaintiff ; JUDICIAL CIRCUIT OF FLORIDA,
vs ; IN AND FOR DADE COUNTY.
JAMES VINCENT CHERICO ; IN CHANCERY NO. 131,159-E
Defendant ;

FINAL DECREE OF DIVORCE.

THIS CAUSE coming on for final hearing upon the Motion of the Plaintiff, and it appearing from the Special Master's Report and Findings that the Plaintiff is entitled to the relief prayed for in the Bill of Complaint, and the Court being fully advised in the premises, it is, upon consideration,

ORDERED, ADJUDGED AND DECREED that the Report of the Special Master heretofore filed herein be, and the same is hereby ratified, confirmed and approved; and it is further,

ORDERED, ADJUDGED AND DECREED that the bonds of matrimony heretofore and now existing between the Plaintiff, RUTH ELIZABETH CHERICO, and the Defendant, JAMES VINCENT CHERICO, be, and they are hereby forever dissolved, and the said Plaintiff and the said Defendant be, and they are each henceforth relieved of and from all obligations thereof; and the said parties be, and they are forever divorced, each from the other, A VINCULO MATRIMONII.

DONE AND ORDERED in Chambers, at Miami, Dade County, Florida, this 2 day of May, A. D. 1950.

George E. Holt,

CIRCUIT JUDGE

A true copy of the Original on file in the Clerk's Office,

WITNESS my hand and Official Seal This 2nd day of May, A. D., 1950.

E. B. Leatherman

(COURT SEAL)

Cierk Circuit Court,

Dade Count, Florida.

By T. G. Moore, D. C.

NORMAN N. BLAKLEY, Attorney

246 Seynold Building,
Miami, Florida.

Filed with Testimony as Plaintiff's Examiner's Exhibit No. 1.

Filed May 10", 1950

DECREE PRO CONFESSO.

Ruth Elizabeth Cherico	:	No. 9950 Equity
	:	IN THE CIRCUIT COURT
vs	:	FOR
James Vincent Cherico	:	Anne Arundel County.

The Defendant, James Vincent Cherico, having been duly summoned after having failed to appear to the Bill of Complaint and answer same, according to the command of the said Writ of Summons,

It is thereupon this 26th day of June, 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 defendant.

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

Benjamin Michaelson,

Judge.

Filed June 26, 1950

PETITION TO APPOINT SPECIAL STENOGRAPHER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ruth Elizabeth Cherico, complainant herein, respectfully represents unto your Honors:

That she desires to take testimony in the above case before Laura R. Jickling as special stenographer in the absence of a regular court stenographer.

Wherefore, your petitioner prays that an order may be passed by this Honorable Court authorizing her to take testimony as aforesaid.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,

12 Church Circle, Annapolis, Maryland,
Solicitor for Complainant.

Filed July 18, 1950

ORDER OF COURT.

Upon the aforegoing petition, it is this 19th day of July, 1950, by the Circuit Court for Anne Arundel County in Equity ordered that testimony in the above case be taken before Laura R. Jickling, special stenographer.

Benjamin Michaelson,

Judge.

Filed 19 July, 1950.

TESTIMONY ON BEHALF OF PLAINTIFF

July 27, 1950.

Present:

Albert J.Goodman, Esq.,
Solicitor for Plaintiff

John S. Strahorn, Esq.,
Examiner

Laura R. Jickling,
Special Stenographer

WITNESSES:

Ruth E. Cherico — Pages 1 to 3

Joseph D. Lazenby — Pages 4 and 5

Mr. Clerk:

Please file.

Jno. S. Strahorn.

EXAMINER.

Ruth E. Cherico, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. GOODMAN:

Q. 1 What is your name?

A. Ruth Cherico.

Q. 2 Where do you live?

A. 61 N. E. 59th St., Miami, Florida.

Q. 3 Are you married?

A. No.

Q. 4 Were you married?

A. Yes.

Q. 5 To whom were you married?

A. James Vincent Cherico.

Q. 6 When were you divorced?

A May 2, 1950

Q. 7 Is this a certified copy of your divorce decree-Titled #131,159-E, granted in the Circuit Court of the Eleventh Judicial Circuit of Florida, in and for Dade County?

A. Yes.

Offered in evidence and filed with the testimony, marked "Plaintiff's Examiner's Exhibit No. 1".

Q. 8 Do you and James Vincent Cherico own any real estate in Anne **Arundel** County?

A. Yes.

Q. 9 Where is it located?

A. On the Old South River Road near South River Bridge.

Q 10 How did you acquire that property?

A. We acquired it by two deeds in two separate tracts- one from Louis N. Phipps and wife dated September 5, 1947, and the other dated June 4, 1947.

Q.11 I hand you an original deed dated September 4, 1947, from Louis N.Phipps and wife to James V. Cherico and Ruth Cherico, his wife, conveying 1.49 acres of land, and recorded in Liber J.H.H. No. 429 folio 22, and which is filed in this case as Exhibit B. Is this one of the deed you mentioned?

A. Yes.

Offered in evidence and re-filed with testimony, marked "Plaintiff's Examiner's Exhibit No. 2."

Q. 12 I hand you an original deed dated June 4, 1947, from Louis N. Phipps and wife to James V. Cherico and wife, conveying .57 acres of land, and recorded in Liber J.H.H. No. 411 folio 315, and which is filed in this case as Exhibit A. Is this the other deed you referred to?

A. Yes.

Offered in evidence and re-filed with testimony , marked "Plaintiff's Examiner's Exhibit No. 3".

Q. 13 Will you describe the property for me, please?

A. We have almost two acres of land with a house on it, close to the Old South River Road, The house is a one-story, shingle bungalow with all modern conveniences, and has a combination living and dining room, sun room, one bedroom, kitchen, bath and utility room, and a nice back porch.

Q. 14. What value do you place on this property?

A. About $12,000.00.

Q. 15. Are there any mortgages against this property?

A. No, it is clear.

Q. 16. Who is now occupying the property?

A. Mr. Cherico, and he has been living in it ever since our separation.

Q. 17. Does he pay you any rent?

A. No, I even have to pay the fire insurance, and I don't know whether or not he will contribute toward the taxes if we were to keep the property.

Q. 18. Is this property, in your opinion, susceptible of partition in kind without loss or injury to you and Mr. Cherico?

A. No, it is not.

Q. 19 What do you feel should be done in the matter?

A. I think the property should be put up for sale and the money divided between us. We have tried to sell it privately, but we couldn't seem to get any buyers.

In answer to the General Question, Witness answered:

"No."

Ruth Elizabeth Cherico.

Joseph D. Lazenby, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as folllws:

BY MR. GOODMAN:

Q. 1. Will you please state your name, address and occupation.

A. Joseph D. Lazenby, 215 Main Street, Annapolis, real estate.

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

A. Since 1932..

Q. 3. Are you familiar with the values of properties located near South River Bridge in Anne Arundel County?

A. Yes.

Q. 4. Do you know the property owned by Ruth Cherico and James Cherico, her husband?

A. Yes.

Q, 5. When did you last examine that property?

A. In June, 1950.

Q. 6. Will you describe the property to us, please?

A. The property consists of a little over two acres of land lying on the new South River Road and the Old South River Road, with a twenty-foot lane joining the two lots. It has a frontage of 397 feet on the New Road. It has been laid off into fourteen building lots. It is improved by a very nice bungalow having one bedroom, living room and dining room combination, sun room, kitchen, bath, with all modern conveniences including hot water heating plant with oil burner and summer hook-up. It also has a utility room. The grounds are improved with a barbecue pit, and are nicely landscaped.

Q. 7. Is the building in good condition?

A. The building is in excellent condition.

Q. 8. What, in your opinion, would be the fair market price for this property at the present time?

A $12,000.00.

Q. 9 Is this property capable of being divided in kind between Mr. and Mrs. Cherico without loss or injury to either party?

A. I don't think it could be divided with injuring somebody.

Q. 10 What then, in your opinion should be done in order to satisy both parties and have them share equitably in the property?

A. It should be sold and the money divided between the two.

In answer to the General Question, Witness answered :

"No."

Joseph D. Lazenby

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 the request of plaintiff's Solicitor, is returned to the Court.

Witness my hand and seal this first day of August, 1950.

JSS - $8.00
LRJ - 5.00

Jno. S. Strahorn, (SEAL)
Examiner.

Filed August 1st, 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.

IT IS THEREUPON this 14th day of August, 1950, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that Albert J. Goodman be, and he is hereby,appointed trustee to make said sale; and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court in the penalty of Twelve Thousand Dollars ($12,000.00) conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises. He shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County, and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of Seven Hundred Dollars ($700.00) to be paid in cash on the day of sale, deferred payments to bear interest at six per cent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustee shall proceed to make sale at either private or public sale, to the best advantage and upon the terms above set forth and as soon as may be convenient after any such sale, the said trustee shall return to this Court a full and particular account of the same, with an annexed affidavit of the trust thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and respondent, and those claiming by, from or under them, or either of them; and the said trustee shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court,after deducting the costs of this suit and such commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Michaelson,
Judge.

Filed 14 August, 1950

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Albert J.Goodman, 12 Church Circle,Annapolis, 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 Twelve Thousand and No/100 ($12,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents: sealed with our seals and dated this 24th day of August in the year nineteen hundred and fifty.

WHEREAS, the above bounden Albert J. Goodman by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell real estate mentioned in the proceedings in the case of Ruth Elizabeth Cherico vs James Vincent Cherico Equity 9950 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 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
Grace R. Hartge
M. J. Moore (CORPORATE SEAL)

Albert J. Goodman (SEAL)
GLENS FALLS INDEMNITY COMPANY
By C. M. Reisenweber , (Seal)
Attorney.

Approved 25 Aug. 1950
John H. Hopkins, 3rd,
Clerk.
Filed 25 Aug. 1950.

GEORGE W. SCIBLE HANDBILL. AUCTIONEER.

ALBERT J. GOODMAN, Solicitor,
Annapolis, Maryland.

TRUSTEE'S SALE OF VALUABLE IMPROVED REAL ESTATE

FRONTING APPROXIMATELY 393 FEET ON NEW SOUTH RIVER ROAD NEAR THE SOUTH RIVER BRIDGE, SECOND DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland,dated August 14, 1950, and passed in a cause in said Court pending, wherein Ruth Elizabeth Cherico is complainant and James Vincent Cherico is respondent, and known as No. 9950 Equity, the undersigned trustee will offer at public sale at the courthouse door in the City of Annapolis, Maryland,on TUESDAY, SEPTEMBER 19, 1950 at 11 A. M.

ALL those two parcels of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and described as follows:

FIRST PARCEL: All that tract of land containing approximately 0.57 acres and more particularly described in a deed from Louis N. Phipps and wife to James Cherico and wife,dated June 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411, folio 315.

SECOND PARCEL: All that parcel of land containing approximately 1.49 acres and more fully described in a deed from Louis N. Phipps and wife to James V. Cherico and wife, dated September 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 429, folio 22.

These tracts are contiguous and lie between the new South River Road, fronting approximately 393 feet thereon, and the Old South River Road, fronting approximately 425 feet thereon.

This property is improved by an attractive one story, frame bungalow, consisting of

living room, dining room conbination, bedroom, sun room, kitchen, bath and utility room, with electricity, hot water heat, and oil-fired furnace. The land can be sub-divided into valuable building lots.

TERMS OF SALE: A deposit of $700.00 will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to day of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

ALBERT J. GOODMAN, TRUSTEE.
12 Church Circle,
Annapolis, Maryland.

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

This is to certify that I (we) have purchased at public auction from Albert J.Goodman, Trustee, the property described in the advertisement attached hereto for the sum of Ten Thousand five hundred Dollars ($10,500.00); and I agree to comply with the terms of sale as set forth therein.

As witness my hand and seal this 19th day of September, 1950,

WITNESSL

Albert J. Goodman as to Ruth E. Cherico (SEAL)

This is to certify that I have this day sold at public auction for Albert J.Goodman, Trustee, the property described in the advertisement attached hereto to Ruth Elizabeth Cherico at and for the sum of Ten Thousand Five Hundred Dollars ($10,500.00), she being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

As witness my hand and seal this 19th day of September, 1950.

WITNESS:

Albert J. Goodman. George W. Scible (SEAL)
Auctioneer.

Filed Sept. 19", 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 24, 1950.

We hereby certify, that the annexed Notice of Trustee's Sale Eq. #9950 - RUTH ELIZABETH CHERICO 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 September, 1950. The first insertion being made the 23rd day of August, 1950.

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

Filed 25 Oct. 1950.

TRUSTEE'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That after giving bond with security for the faithful performance of his trust as required by said decree, and giving notice of the time,place, manner and terms of sale by advertisement in the "Maryland Gazette", a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, pursuant to said notice, he did attend at the court house door in the City of Annapolis,Maryland, on in the City of Annapolis, Maryland, on Tuesday, September 19, 1950, at 11 a.m., the time

and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

FIRST PARCEL: All that tract of land containing approximately 0.57 acres and more particularly described in a deed from Louis N. Phipps and wife to James V. Cherico and wife dated June 4, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411, folio 315.

SECOND PARCEL: All that tract of land containing approximately 1.49 acres and more fully described in a deed from Louis N. Phipps and wife to Janes V. Cherico and wife dated September 5, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 429, folio 22.

Said property being sold to Ruth Elizabeth Cherico at and for the sum of Ten Thousand Five Hundred Dollars, ($10,500.00), she being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman,

Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 20th day of September , 1950, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALBERT J. GOODMAN, Trustee, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the said was fairly made.

AS WITNESS my hand and Notarial Seal.

Grace R. Hartge,

(NOTARIAL SEAL) Notary Public

Filed Sept. 22, 1950.

ORDER NISI

ORDERED, this 22nd day of September, 1950, That the sale of the property mentioned in these proceedings made and reported by Albert J. Goodman, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 23rd 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 23rd day of October next.

The report states that the amount of sales to be $10,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk.

Filed September 22, 1950..

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 24, 1950

We hereby certify that the annexed Notice of Trustee's Sale Eq. #9950 -Ruth Elizabeth Cherico was published in MARYLAND GAZETTE a newspaper published in Annapolis, Anne Arundel County Maryland, once a week for 3 successive weeks before the 7th day of September, 1950. The first insertion being made the 23rd day of August, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

J.H.H. No. 68 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 24, 1950.

We hereby certify, that the annexed Order Nisi - 9950-Ruth Elizabeth Cherico vs James Vincent Cherico, 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 October, 1950. The first insertion being made the 27th dat of September,1950.

THE CAPITAL GAZETTE PRESS, INC.,

By R. L. Brown.

Filed 25 October, 1950

FINAL ORDER

ORDERED BY THE COURT, This 25th day of October, 1950, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally ratified and confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Aucitor.

Benjamin Michaelson,

A. J.

Filed 25 October, 1950

ORDER TO ENTER APPEARANCE.

Mr. Clerk:

Please enter our appearance for the Defendant in the above entitled cause.

Henry J. Tarantino,

Carroll H. Albaugh,

Attorneys for the Defendant,
Professional Building,
Annapolis, Maryland.

Filed September 25, 1950.

PETITION FOR ALLOWANCE OF COUNSEL FEE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Albert J. Goodman, counsel for the complainant in the above-entitled cause, respectfully shows:

FIRST: That partition proceedings were brought by your petitioner in the above-entitled case in order that certain real estate named therein could be sold and the proceeds divided between the complainant and respondent therein.

SECOND: That in order to do so, an examination of the title was made; all legal papers prepared; and testimony was taken, after which your petitioner was appointed trustee to make sale of the real estate involved; and that such sale was made for $10,500.00 and duly reported to this Honorable Court.

THIRD: That your petitioner had numerous conferences with prospective bidders relative to the sale of said property, all of which consumed many hours of time.

FOURTH: That in view of the services rendered by your petitioner, he feels that he is entitled to a reasonable fee and, therefore, respectfully requests Your Honors to pass an order authorizing the payment of the same.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,

Petitioner.

Filed 26 October 1950

J.H.H. No. 68 Equity

CERTIFICATE OF COUNSEL.

We, the undersigned, members of the Bar of Anne Arundel County, do hereby certify that we have examined the papers in the above-entitled case; and in our opinion, a fee of $150.00 would be a fair and reasonable fee to be allowed to Albert J. Goodman for services rendered.

George E. Rullman,

R. Tilghman Brice, 3rd,

Matthew S. Evans,

Filed 26 Oct. 1950

ORDER OF COURT

Upon the foregoing petition of Albert J. Goodman, solicitor for the complainant, and the certificate of the members of the Bar of Anne Arundel County, it is thereupon this 27th day of October, 1950, by the Circuit Court for Anne Arundel County in Equity that Albert J. Goodman, solicitor in the above-entitled cause, be allowed the sum of $150.00 as a fee for services rendered, subject to proper exceptions.

Benjamin Michaelson,

Judge.

Filed 27 October, 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. November 2, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Ruth Elizabeth Cherico vs James Vincent Cherico, in ac.

To Trustee for Commissions, viz:	346.68	
To Trustee for Fee (Order of 10/27/50) viz:	150.00	496.68
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	33.35	
Chas. M. Russell - Sheriff's costs	1.45	
John S. Strahorn - Examiner's fee	8.00	
Laura R. Jickling - stenographer's fee	5.00	
Auditor - stating this account	18.00	85.80
To Trustee for Expenses, viz:		
Capital-Gazette Press- advertising sale	30.00	
Capital-Gazette Press- handbills & tax	12.29	
Capital-Gazette Press-order nisi (sale)	8.00	
Capital-Gazette Press - order nisi (acct)	6.00	
Jos. D. Lazenby- appraiser's fee	25.00	
Glens Falls Indemnity Co.-bond premium	48.00	
George W. Scible-auctioneer's fee	75.00	
One-half Federal revenue stamps	5.78	
One half State revenue stamps	5.77	

Grace R. Hartge - notary fee	.50	
B. J. Wiegard, Agent-fire insurance premium from 6/16/70 to 9/19/50	25.98	242.32
To Trustee for Taxes, viz:		
1950 State and County taxes ($67.92 adj.)	48.87	48.87
BALANCE FOR DISTRIBUTION - $9,682.90		
Distributed as follows:		
To Ruth Elizabwth Cherico- one half	4,841.45	
To James Vincent Cherico- one-half	4,841.45	9,682.90
		10,556.07

WITH Albert J. Goodman, Trustee Cr.

1950			
Sept. 19	Proceeds of Sale	10,500.00	
	Interest on deferred payment from 9/19/50 to 10/27/50	56.07	10,556.07
			10,556.07

Filed 8 November, 1950

We hereby consent to the immediate ratification of the above account without the publication of an order nisi.

Henry J. Tarantino

Carroll H. Albaugh

Solicitors for Respondent

Albert J. Goodman,

Solicitor for Complainant.

ORDER

ORDERED, This 9th day of November, 1950, That the Report and Account of the Auditor filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, the parties hereto having consented to an immediate ratification thereof.

Benjamin Michaelson,

Judge.

Filed 9 November, 1950

WALTER S. CALWELL, Attorney named in Mortgage	:	IN THE CIRCUIT COURT
VS	:	FOR
CHARLES L. LYNCH AND	:	ANNE ARUNDEL COUNTY
MARY REGINA LYNCH, his wife.	:	(In Equity)
	:	Equity No. 9669.

; ; ; ; ; ; ; ; ; ; ;

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 Charles L. Lynch and Mary Regina Lynch, his wife to The County Trust Company, dated November 18th, 1947 and recorded among the Land

J.H.H. No. 68 Equity

Records of Anne Arundel County in Liber J.H.H. No. 445, folio 373.

Walter S. Calwell,

Attorney named in Mortgage.

James J. Lee,

Solicitor for Plaintiff.

Filed April 8", 1949
PLAINTIFF'S EXHIBIT "A"
ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 18th day of November, A. D. 1947, by and between CHARLES L.LYNCH and MARY REGINA LYNCH, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money, being part of the purchase money for the property hereinafter described in the principal sum of 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, in Tarrytown, Westchester County, N. Y. or at such other place as the holder hereof may designate in writing in monthly installments of THIRTY-TWO and 74/100 Dollars ($32.74); commencing on the first day of January, 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 December, 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, guarantoror 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. 106 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 19 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 Charles L.Lynch one of the 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 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 moregage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured,oue-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 amount 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 dur 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 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) interst 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 the property is otherwise acquired, the balance then remaining in the funds accummulated under (b) of paragraph 1 preceding, as a credit against the amount 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 Mortgagor, 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 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 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 proff 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 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.

7That 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 same,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: Charles L. Lynch (SEAL)

Meredith R. Wilson. Mary Regina Lynch (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 18th day of November, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appearedCharles L. Lynch and Mary Regina Lynch, 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.

Meredith R. Wilson,

(Notarial Seal)

Notary Public.

Recorded December 1st, 1947, at 12 M, J.H.H. No. 445 Folio 373.

Filed April 8, 1949

STATEMENT OF MORTGAGE DEBT..

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said Charles L. Lynch and Mary Regina Lynch, his wife, to the County Trust Company dated the 18th day of November, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 445, Folio 373.

Amount of Loan	$6200.00
Less - amount paid in principal	122.56
	6077.44
Plus - unpaid interest to 5/24/1949	158.14
	6235.58
Plus - overdraft in expense account	70.89
	$6306.47

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 23rd day of May, in the year nineteen hundred and forty-seven, before me, the subscriber 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.

Clara M. Link,

(Notarial Seal)

Notary Public.

Filed May 24", 1949.

B O N D

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 SIX THOUSAND FIVE HUNDRED AND 00/100 ($6,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 23rd day of May, 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 Charles L. Lynch and Mary Regina Lynch, his wife, to The County Trust Company, bearing date the 18th day of November, nineteen hundred and forty-seven, and

recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 445 Folio 373, 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
in the presence of
Clara M. Link
Attest:
M.R. Gosweiler.
Assistant Secretary.

WALTER S. CALWELL (SEAL)
NEW AMSTERDAM CASUALTY COMPANY
By G. Lee Burgess,
Vice President.

Filed & Approved this 24" day of May, 1949,
John H. Hopkins, 3rd., Clerk.

MILITARY AFFIDAVIT

Docket 13 folio 353. Equity No. 9669

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY: That on this 26th day of May, 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, Charles L. Lynch and Mary Regina Lynch, his wife, against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell,
Affiant.
James J. Lee,
Solicitor for Plaintiff.

Clara M. Link-
Notary Public
(NOTARIAL SEAL)

Filed June 7, 1949

MORTGAGE SALE OF

VALUABLE LEASEHOLD PROPERTY, 19 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 Charles L. Lynch and Mary Regina Lynch, his wife, to The County Trust Company, dated November 18th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 445, folio 373 (default having occurred thereunder) the undersigned, the Attorney Named In Mortgage, will sell at Public Auction at the Court House door, Annapolis, Md. on TUESDAY, MAY 24th, 1949, at 3:10 P.M. (Daylight Saving Time) all that lot of ground situate and lying near Brooklyn in Anne Arundel County, and described as follows.

Being known and designated as Lot No. 106, 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, No. 10

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

The improvements consist of a two story brick, two family dwelling, containing 6 rooms and 2 baths, with full basement 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 tne Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments, and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage

SAM W. PATTISON & CO.,
Auctioneers.

m.12

TO THE HONORABLE THE JUDGES OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 18th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 445 folio 373 from said Charles L. Lynch and Mary Regina Lynch, 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 24th day of May, 1949, at 3:10 P.M.,Daylight Savings Time, attend on the premises and then and there sold the leasehold property situate , lying and being in Anne Arundel County

Being known and designated as Lot No. 106 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. 19 Ballman Court, being more particularly and at length described in the aforementioned Mortgage and advertisements of sale, a copy of which is attached hereto. Subject to the payment of the annual ground rent of $78.00.

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

The said leasehold property was sold to The County Trust Company, at and for the sum of Six Thousand ($6,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of May, 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 June 7", 1949

ORDER NISI

ORDERED, THIS 7" day of June, 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 9" day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9" day of July, next.

The report states that the amount of sales to be $6,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk.

Filed 7" June, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 14, 1949

We hereby certify, that the annexed Order Nisi- Eq. #9669, CHARLES L. LYNCH- 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 July, 1949. The first insertion being made the 9th day of June, 1949.

THE CAPITAL GAZETTE PRESS, INC.,

By R. L. Brown.

Filed July 14, 1949

FINAL ORDER

ORDERED BY THE COURT, this 14th day of July 1949, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson,

Judge.

Filed July 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. August 31, 1949.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

DR. WALTER S. CALWELL, Attorney, etc. vs Charles L. Lynch and Mary Regina Lynch, his wife, in ac.

To Attorney for Fee, viz:	50.00	
To Assignee 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	20.25	
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	3.30	
One-half State revenue stamps	3.30	
Clara M. Link - notary fees	1.20	
Ground rent - 2/1/49 to 5/24/49	24.70	108.75
To The County Trust Company- Mortgagee-		
this balance on account mortgage claim	5,654.01	5,654.01
		6,060.51
Amount of mortgage claim filed	6,306.47	
Cr. Amount allowed as above	5,654.01	
Balance subject to decree in personam	652.46	
with Walter S. Calwell, Attorney named in Mortgage		Cr.
1949		
May 24 Proceeds of sale	6,000.00	6,000.00
Refund 1949 State and County taxes ($90.16-adjusted to 5/24/49)	54.54	
Refund 1949 water main and sewer benefit charge ($10.10-adjusted to 5/24/49)	5.97	60.51
		6,060.51

Filed Sept. 6", 1949

ORDER NISI

ORDERED, This 6" day of September, 1949, That the Report and Account of the Auditor filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8" 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 8th day of October next.

John H. Hopkins, 3rd, Clerk.

Filed Sept. 6", 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Oct. 13, 1949.

We hereby certify that the annexed Order Nisi- Eq. #9669 Auditor's Account Charles

L. Lynch was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of October, 1949, The first insertion being made tje 8th day of September, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 1856

By R. L. Brown.

Filed Oct. 14", 1949

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 17th day of November, 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 17 Nov. 1950.

JOHN M. EVERD AND	:	
GERTRUDE EVERD	:	
VS	:	
ELLA V. HOFMEISTER, Widow,	:	
GEORGE HOFMEISTER,JR., and	:	
RUTH HOFMEISTER, his wife,	:	
ELLA V. THOMPSON and	:	
IRVING THOMPSON, her husband,	:	
heirs at law of	:	No. 8976 EQUITY
GEORGE J. HOFMEISTER, deceased;	:	
JOHN WITTIG and MARY WITTIG, his wife,	:	IN THE CIRCUIT COURT
HENRY SCHUHART, widower,	:	
EDWARD SCHUHART and	:	FOR
ELIZABETH SCHUHART, his wife,	:	
JOHN SCHUHART and MARY SCHUHART,his wife,	:	ANNE ARUNDEL COUNTY
HARRY SCHUHART, Single.	:	
GEORGE SCHUHART and MAE SCHUHART, his wife,	:	
JEANETTE HETTCHEN and	:	
RAYMOND HETTCHEN, her husband,	:	
WILLIAM SCHUHART, single,	:	
MILTON SCHUHART, single,	:	
EDNA LOVELL and WILLIAM T.	:	
LOVELL, her husband,	:	
CARL SCHUHART, single MARIE SCHUGART, single,	:	
HENRY L. WALKER and RUTH E. WALKER, his wife,	:	
FRANKLIN WALKER, single	:	
MARIE K. W. FOREMAN and EDWARD FOREMAN, her husband .	:	
	:	

ELIZABETH W. FISCHER and WILLIAM FISCHER, her husband; JAMES E. WALKER and HELEN H.WALKER, his wife; WILLIAM S. WALKER and MARTHA WALKER, his wife; and SOPHIE EIBNER, widow, surviving heirs at law of JOHN H. WITTIG, deceased; CHARLES BONNETT, WIDOWER; JOSEPH GONET and FRANCES GONET,his wife; WILLIAM R. L. RUTHS, single; THOMAS H. MYRICK and ANNA MYRICK, his wife; CHARLES L. KECK and SUSIE J. KECK, his wife; STEVEN J. EVERD and MARGARET EVERD, his wife; and ALL PERSONS HAVING OR CLAIMING TO HAVE AN INTEREST IN THE PROPERTY KNOWN AS LOTS NOS. 33 to 38, inclusive, in Section 116, LOTS NOS. 1 to 8, inclusive, in SECTION 116, LOTS NOS. 1 to 4, inclusive, and Lots Nos. 47 to 60, inclusive, in Section 117, AS SHOWN ON THE PLAT OF EVERD'S SUBDIVISION NO. 2 OF GREEN HAVEN, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY.

: : : : : : :

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That on the 9th day of October, 1944, the certificate of tax sale attached hereto was issued by James A. Walton, Treasurer and Collector of taxes for Anne Arundel County and State of Maryland, to John M. Everd and Gertrude Everd, purchasers of the hereinafter-described property. Your orators are husband and wife. Said certificate of sale is prayed to be taken as a part hereof.

SECOND: The property mentioned in said certificate of sale is described as follows:

> All those 32 lots of ground situate in the Third Election District of Anne Arundel County and known as Lots Nos. 1,2,3,4, 5,6,7,8, 33, 34, 35, 36, 37, and 38 in Section 116, and Lots Nos. 1,2,3,4,47,48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 in Section 117, all as shown on the plat of Everd's Subdivision No. 2 of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 39.

THE SAID LOTS AS ABOVE DESCRIBED are the identical lots of ground less particularly described in the aforesaid Collector's certificate.

THIRD: That on October 9, 1944, the date of the Collector's certificate of sale, said lots were assessed to George J. Hofmeister,Sr., now deceased; Charles Bonnett; Joseph Gonet; John H. Wittig, now deceased; Reverend William R. L. Ruths; Thomas H. Myrick; Charles L. Keck and Steven J. Everd, and were, in fact, owned by them on that date.

FOURTH: 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 aforesaid Charles Bonnett; Joseph Gonet; Reverend William R. L. Ruths; Thomas H. Myrick; Charles L. Keck; Steven J. Everd; the following heirs at law of George J.Hofmeister, Sr., who died intestate in Anne Arundel County on December 18, 1943; Ella V. Hofmeister,George Hofmeister, Jr., Ella V. Thompson; and the following heirs at law of John H. Wittig, who died intestate in Anne Arundel County on November 8, 1935: John Wittig, Henry Schuhart, Edward Schuhart, John Schuhart, George Schuhart, Jeanette Hettchen, William Schuhart, Milton Schuhart, Edna Lovell, Carl Schuhart, Marie Schuhart, Henry L. Walker, Franklin Walker, Marie K. W. Foreman, Elizabeth W. Fischer, James E. Walker, William S. Walker and Sophie Eibner, subject to the tax sale mentioned in said certificate.

FIFTH: That said property has not been redeemed by any party in interest although more than one year from the date of said sale has expired.

SIXTH: The complainants pray for process directed to the above-named respondents, who reside as follows:

(1) Ella V. Hofmeister, 1814 Gough Street, Baltimore, Md.

(2) George Hofmeister,Jr., and Ruth Hofmeister, his wife, 502 North Madiera Street, Baltimore, Md.

(3) Ella V. Thompson and Irvin Thompson, her husband, 1814 Gough Street,Baltimore, Md.

(4) Charles Bonnett, Outing and Third Avenues, Green Haven, Pasadena, Md.

(5) Joseph Gonet, 1607 Fleet Street, Baltimore, Md.

(6) John Wittig and Mary Wittig, his wife, 1746 Bank Street, Baltimore, Md.

(7) Henry Schuhart, 231 South Chapel Street, Baltimore, Md.

(8) Edward Schuhart and Elizabeth Schuhart, his wife, 4008 Parkwood Avenue,Baltimore, Md.

(9) John Schuhart and Mary Schuhart, his wife, 201 South Elwood Avenue, Baltimore,Md.

(10) Harry Schuhart, 231 South Chapel Street, Baltimore, Md.

(11) George Schuhart and Mae Schuhart, his wife, Patterson Park and Eastern Avenues, Baltimore, Md.

(12) Jeanette Hettchen and Raymond Hettchen, her husband, 1805 North Dallas Street, Baltimore, Md.

(13) William Schuhart, 231 South Chapel Street, Baltimore, Md.

(14) Milton Schuhart, 231 South Chapel Street, Baltimore, Md.

(15) Edna Lovell and William T. Lovell, her husband, 222 South Washington Street,Baltimore,Md.

(16) Carl Schuhart, 231 South Chapel Street, Baltimore, Md.

(17) Marie Schubert, 231 South Chapel Street, Baltimore, Md.

(18) Henry L. Walker and Ruth E. Walker, his wife, 4307 Sheldon Avenue, Baltimore, Md.

(19) Franklin Walker, 123 South Curley Street, Baltimore, Md.

(20) Marie K. W. Foreman and Edward Foreman, her husband, 4016 Parkwood Avenue, Baltimore, Md.

(21) Elizabeth W. Fischer and William Fischer, her husband, 5109 Sipple Avenue, Baltimore,Md.

(22) James E. Walker and Helen M. Walker, his wife, 4103 Highland Avenue,Brooklyn,25,Md.

(23) William S. Walker and Martha Walker,his wife, 1003 South Kenwood Avenue,Baltimore,Md.

(24) Sophia Eibner, 123 South Curley Street,Baltimore, Md.

(25) William R.L. Ruths,Lakeshore,Pasadena,Md. (near Holmes' store).

(26) Thomas H.Myrick and Anna Myrick, his wife, 106 North Clinton Street,Baltimore,Maryland.

(27)Charles L.Keck and Susie J.Keck, his wife, Catherine Avenue and Fourth Street, Green

Haven, Pasadena, Md.

(28) Steven J. Everd and Margaret Everd, his wife, Mountain Road at Catherine Avenue, Green Haven, Pasadena, Md.,

SEVENTH: The complainants pray for an order of publication directed to all parties in interest in said property.

EIGHTH: Attached hereto as Exhibit A is the aforesaid certificate of sale.

NINTH: To redeem the property, it is necessary for the respondents to pay the sum of $75.00, with interest from October 5, 1944, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the complainants, and any reimbursement due the complainants under Sections 90J and 90K of Article 81 of the Annotated Code of Maryland.

TENTH: The complainants pray the Court to pass a final order foreclosing all rights of redemption of the respondents in and to the property described herein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,

Solicitor for Complainants.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of December, 1945, before me, the subscriber a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOHN M. EVERD and GERTRUDE EVERD, his wife, and made oath in due form of law that the matters and facts alleged in the foregoing bill of complaina are true to the best of their knowledge and belief.

Grace R. Hartge,

(NOTARIAL SEAL) Notary Public.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situated 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 these proceedings:

All those 32 lots of ground situate in the Third Election District of Anne Arundel County and known as Lots Nos. 1,2,3,4,5,6,7,8, 33,34,35,36,37 and 28 in Section 116, and Lots Nos. 1,2,3,4,47,48,49,50,51,52,53,54,55,56,57,58,59 and 60 in Section 117, all as shown on the plat of Everd's Subdivision No. 2 of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 39.

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 same has expired.

It is, thereupon, this 17th day of December, 1945, 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 the said property to be and appear in this Court by the 25 day of February, 1946, 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.

50 CERTIFICATE OF TAX SALE.

I, James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9th, 1944, I sold to John M. Everd & Gertrude Everd, at public auction for the sum of 75. Dollars and - Cents. of which 75.00 Dollars has been paid the property in 3 dis. described as Lot 33 to 38 Incl. Sec. 116 - Lot 1 to 8 Inc., Sec. 116. Lot 1 to 4 incl. Lot 47 to 60 incl. Block 117 Greenhaven A. A. Co. Md. and assessed to Geo. J. Hoffmeister.

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 redemption, together will 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 10th, 1945, 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 9 day of October, 1944.

James A. Walton

Collector.

C.J .

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 9th day of October, 1944, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared James A. Walton, 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.

Theodore T. Pantaleo,

Notary Public.

(Notarial Seal)

My Commission expires May 7, 1945.

Filed Dec. 17, 1945

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property 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 these proceedings:

All those 32 lots of ground situate in the Third Election District of Anne Arundel County and known as Lots Nos. 1,2,3,4,5,6,7,8, 33,34,35,36,37 and 38 in Section 116, and Lots Nos. 1, 2, 3,4,47, 48,49,50,51,52,53,54,55, 56,57,58,59 and 60 in Section 117, all as shown on the plat of Everd's Subdivision No. 2 of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 39.

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 17th day of December,1945, 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 the said property to be and appear in this Court by

the 25th day of February, 1946, 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.

THE SOUTHERN MARYLAND TIMES,

THIS IS TO CERTIFY That the annexed advertisement of Order of Publication was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for four successive weeks before the - - - - that is to say the same was inserted in the issues of Dec. 21, 28, 1945, Jan. 4, 11, 1946.

THE SOUTHERN MARYLAND TIMES

Alverda D. Lauer,

Sec'y-Treas.

Filed February 9, 1946

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the "Southern Maryland Times", a newspaper printed and published in Anne Arundel County, Maryland, and the defendants having failed to appear either in person or by solicitor and answer the bill of complaint filed against them.

IT IS THEREUPON, this 27" day of February, 1946, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that said bill of complaint be and the same is hereby taken pro confesso against said defendants.

William J. McWilliams,

Judge.

FiledFebry. 27", 1946

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 (1943 Supplement).

IT IS THEREUPON, this 8" day of April, 1946, 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, 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 plaintiffs on the 9th day of October, 1944, 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 descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same is subject), is hereby vested in the plaintiffs.

(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 plaintiffs.

(4) THAT the plaintiffs shall pay the costs of these proceedings.

WILLIAM J. MCWILLIAMS,

Judge.

Filed April 8, 1946

WALTER S. CALWELL, Assignee	:	No. 9677 Equity
VS.	:	IN THE
KENNETH A. PARRISH AND	:	CIRCUIT COURT
CATHERINE A. PARISH, his wife.	:	FOR
	:	ANNE ARUNDEL COUNTY.

Mr. Clerk:

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

1. Original Mortgage from the said Kenneth A. Parrish and Catherine A. Parrish, his wife, to Washington Irving Trust Company, dated June 5th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 377, with Short Assignments at the foot thereof, the last dated November 3rd, 1948 from The County Trust Company to said Plaintiff.

Walter S. Calwell,

Assignee

James J. Lee,

Solicitor for Plaintiff.

Filed April 16, 1949

PLAINTIFF'S EXHIBIT "A" - MORTGAGE.

THIS MORTGAGE, Made this 5th day of June, A. D., 1947, by and between KENNETH A. PARRISH AND CATHERINE A. PARRISH, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor has received an advance of SIX THOUSAND Dollars ($6,000.00), the due execution of this mortgage having been a condition precedent to the granting of said advance 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 SIX THOUSAND Dollars ($6,000.00), 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 Washington Irving Trust Company, in Tarrytown, Westchester County, N.Y. or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY ONE AND 68/100 Dollars ($31.68) commencing on the first day of August, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1972. Privilege is reserved to pay this debt in whole or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and

provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium 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. 21 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 4940 (formerly 240) Brookwood Road.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by the Wood 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 unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight Dollars ($78.00) payable half-yearly on the 15th. days of June and December.

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

hereby secured due and payable. Failure to exercise this option shall not constitite 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, pemiums taxes and special assessments.

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

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;

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

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

(IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagor agrees to pay a "late charge" not to exceed two (2) cents for each dollar of each payment more than fifteen (15) days in arrears, to cover the extra expense involved i. 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 provision of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

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

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and 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 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 morthahe 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. Callagan, 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: Kenneth A. Parrish (SEAL)

J. Hodge Smith. Catherine A. Parrish (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 5th day of June, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared KENNETH A. PARRISH AND CATHERINE A. PARRISH, 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.

J. Hodge Smith,

(Notarial Seal) Notary Public.

Filed June 13,1947 at 1-30 P.M., Liber J.H.H. No. 297, Folio 377.

Assignment

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

AS WITNESS, the signature of the said body corporate by the hand of Edward P.Hanyen, its Vice President, and its corporate seal hereto affixed.

ATTEST: WASHINGTON IRVING TRUST COMPANY

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

(Corporate Seal)

This rider is attached to and is a part of a certain mortgage made by Kenneth A. Parrish and Catherine A. Parrish, his wife, to Washington Irving Trust Company dated June 5th, 1947, and recorded June 13th, 1947, in Liber 297, Page 377.

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

THE COUNTY TRUST COMPANY

by Edward P. Hanyen,

Vice President.

(Corporate Seal)

ATTEST: Mary T. Lynch,

Asst. Secretary.

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 3rd day of November, 1948.

Recorded 6 April, 1949 at 1-30 P.M. Liber J.H.H. No. 297,fol. 380.

Filed April 16, 1949

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said Kenneth A. Parrish and Caroline A. Parrish, his wife, to Washington Irving Trust Company, dated the 5th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 Folio 377.

Amount of Loan	$6000.00
Less-amount paid in principal	142.80
	5857.20
Plus- unpaid interest to 5/24/1949	210.80
	6068.00
Less- balance in expense account	17.12
	$ 6050.88

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 23rd day of May, 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.

Clara M. Link,

(Notarial Seal) Notary Public.

Filed May 24", 1949

B O N D .

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell, Assignee, 19 E. Fayette Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASULATY 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 23rd day of May, 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 Kenneth A. Parrish and Catherine A. Parrish, his wife, to Washington Irving Trust Company, bearing date the 5th day of June nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 297, Folio 377, and which mortgage was assigned to Walter S. Calwell, who is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and Delivered
in the presnece of
Clara M. Link.

Walter S. Calwell, (SEAL)
Assignee
NEW AMSTERDAM CASUALTY COMPANY
By G. Lee Burgess,
Vice President.

Attest: (Corporate Seal)
M. R. Gosweiler,
Assistant Secretary.

Filed & Approved this 24th day of May, 1949.
John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

Docket 13 folio 358
Equity No. 9677.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of May, 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 Kenneth A. Parrish and Catherine A Parrish, 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 members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell - Affiant.

Clara M. Link.

(Notarial Seal) Notary Public.

James M. Lee, Solicitor for Plaintiff.

Filed June 7", 1949

LEGAL NOTICES

Callahan, Calwell and Penniman, Solicitors
19 E. Fayette Street, Baltimore, 2, Maryland.

MORTGAGE SALE OF

VALUABLE LEASEHOLD PROPERTY

4940 Brookwood Road (formerly 240) Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Kenneth A. Parrish and Catherine A. Parrish, his wife, to Washington Irving Trust Company, dated June 5th 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 377 (default having occurred thereunder) the undersigned Assignee, will sell at Public Auction at the Court House door, Annapolis, Md., on TUESDAY, MAY 24th, 1949 AT 3:15 P.M. (Daylight Savings 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. 21 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 two 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 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. m-12

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated June 5th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297, folio 377 from said Kenneth A. Parrish and Catherine A. Parrish, his wife, to Washington Irving Trust Company and duly assigned to The County Trust Company, which Mortgage is filed in said cause pending, respectfully shows-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Assignee, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 24th day of May 1949 at 3:15 P.M.~~P.M.~~, Daylight Savings Time attend on the premises and then and there sold the Leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 21 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. 4940 (formerly 240) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage abd advertisement of sale, a copy of which is attached hereto. Subject to the payment of the annual ground rent of $78.00).

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

The said leasehold property was sold to The County Trust Company at and for the sum of Fifty-seven Hundred fifty ($5750.00) 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 26th day of May, 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 June 7", 1949

ORDER NISI

ORDERED, this 7" day of June, 1949, That the sale of the property mentioned in these proceedings made and reported by Walter S. Calwell, Assignee,BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9" day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9" day of July next.

The report states that the amount of sales to be $5,750.00.

John H. Hopkins, 3rd, Clerk.

Filed June 7, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 14, 1949.

We hereby certify that the annexed Order Nisi- Eq. #9677- Kenneth A. Parrish- 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 July, 1949. The first insertion being made the 9th day of June, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed July 14", 1949

FINAL ORDER

ORDERED BY THE COURT, THIS 14th day of July, 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,

Judge.

Filed July 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, August 30, 1949.

All of which is respectfully submitted.

Laura R. Jickling,

Dr. Walter S. Calwell, Assignee,vs Kenneth A. Parrish and Catherine A Parrish, his wife, in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	202.50	252.50

To Assignee for Court costs, viz:		
Plaintiff's Solicitor's Appearance fee	10.00	
Clerk' of Court - Court costs	18.75	
Auditor- stating this account	9.00	37.75
To assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	19.50	
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 Federal revenue stamps	3.30	
One-half State revenue stamps	3.30	
Clara M. Link - notary fees	1.20	
Ground rent - 12/15/48 to 5/24/49	34.44	116.54
To The County Trust Company,Assignee of the mortgage filed in these proceedings-this balance on account mortgage claim	5,402.05	5,402.05
		5,808.84

Amount of mortgage claim filed	6,050.88	
Cr. Amount allowed as above	5,402.05	
Balance subject to decree in personam	648.83	
with Walter S. Calwell,Assignee		Cr.
1949		
May 24 Proceeds of Sale	5,750.00	5,750.00
Refund 1949 State and County Taxes ($90.05-adj. to 5/24/49)	54.52	
Refund 1949 water main and sewer benefit charge ($7.15-adj. to 5/24/49)	4.32	58.84
		5,808.84

Filed Sept. 6, 1949

ORDER NISI

ORDER NISI

ORDERED, This 6" day of Sept., 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 8" 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 8" day of October next.

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

Filed Sept. 6, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 13, 1949.

We hereby certify, that the annexed ORDER NISI - Eq.# 9677 -Auditor's Account-Kenneth A. Parrish was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of October, 1949. The first insertion being made the 8th day of September, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

NO. MG 1859 By R. L. BROWN

Filed Oct. 14", 1949

J.H.H. No 68 EQUITY.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 16th day of November,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 16 Nov. 1950.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
JAMES S. FARROW AND	:	ANNE ARUNDEL COUNTY
DORIS B. FARROW, his wife.	:	(In Equity) Equity No. 9670.

: : : : : : : : : :

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 James S. Farrow and Doris B. Farrow, his wife to The County Trust Company, dated September 9th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 431 folio 540.

Walter S. Calwell,

Attorney Named in Mortgage

James J. Lee,

Solicitor for Plaintiff.

Filed April 8", 1949

ORIGINAL MORTGAGE

THIS Mortgage, Made this 9th day of September, A. D., 1947, by and between JAMES S. FARROW AND DORIS B. FARROW, 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 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 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 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 described as follows, that is to say:

BEING known and designated as Lot No. 113 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 5 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, 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 terms 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 (1/2) of the annual mortgage insurance premium for the purpose of putting the Mortgageein 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 thereunde . 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 provision 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 provivions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

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

4. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and 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 amonunts 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 ($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 order 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 singluar number s all 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: James S. Farrow (SEAL)

Meredith R. Wilson Doris B. Farrow (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 9th day of September, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared James S. Farrow and Doris B. Farrow, his wife, and they acknowledged the foregoing Mortgage to be their act.

~~At the same time also personally appeared James S. Farrow and Doris B. Farrow, his wife, 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, Mortgage, 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 authorize 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,

(Notarial Seal) Notary Public

Recorded 19th Sept. 1947,at 11 A.M., in Liber J.H.H. No. 431 Folio 540,

Filed April 8, 1949

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said James S. Farrow and Doris B. Farrow, his wife, to The County Trust Company dated the 9th day of September, 1947; and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 431 Folio 540.

Amount of Loan	$5900.00
Less- amount paid in principal	116.56
	5783.44
Plus - unpaid interest to 5/24/1949	188.88
	5972.32
Less- balance in expense account	25.73
	$5946.59

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 23rd day of May, 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 cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

NOTARIAL SEAL.

Clara M. Link,

Notary Public

Filed May 24", 1949

NEW AMSTERDAM CASUALTY COMPANY BOND.

No. 9670 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell, 19 E. Fayette Street, Baltimore, Marylamd, as Principal, and NEW AMSTERDAM CASUALTY COMPANY,a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND ONE HUNDRED AND oo/100 ($6,100.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 23rd day of May, 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 James S. Farrow and Doris B. Farrow, his wife, to The County Trust Company, bearing date the 9th day of September, nineteen hundred and forty-seven,, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 431, Folio 540,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/perform and faithfully 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 presnece of — Walter S. Calwell (SEAL)

Clara M. Link

NEW AMSTERDAM CASUALTY COMPANY,

By G. Lee Burgess,

Vice President.

Attest:

(Corporate Seal)

M. R. Gosgeiler,

Assistant Secretary.

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

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

Docket 13,Folio 354 Equity 9670 .

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of May, 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 James S. Farrow and Doris B. Farrow, 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 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, Notary Public.

James J. Lee, Solicitor for Plaintiff. (Notarial Seal)

Filed June 7", 1949

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

MORTGAGE SALE

OF

VALUABLE LEASEHOLD PROPERTY

No. 5 Ballman Court Road, Brookwood, Fifth District of Anne Arundel County,Maryland.

Under and by virtue of the power and authority con ained in a Mortgage from James S. Farrow and Doris B. Farrow, his wife, dated September 9th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 431 folio 540 (default having occurred thereunder) the undersigned, the Attorney Named in Mortgage , will sell at Public Auction at the Court House door, Annapolis, Md., on TUESDAY, MAY 24TH, 1949 at 3:05 P.M. (Daylight Savings Time) all that lot of ground situate and lying near Brooklyn, Anne Arun - del County and described as follows:

Being known and designated as Lot No. 113 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 inprovements 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 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,

SAM W. PATTISON & CO. Attorney named in Mortgage

Auctioneer.

m-12

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 9th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 431 folio 540 from said James S. Farrow and Doris B. Farrow, 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, palce, manner and terms of sale by advertisement 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 24th day of May

1949, at 3.05 P.M., Daylight Savings Time attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 113 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. 5 Ballman Court, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto, Subject to the payment of the annual ground rent of $78.00.

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

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

Walter S. Calwell,

Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of May, 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 June 7", 1949.

ORDER NISI

ORDERED, this 7" day of June, 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 9" day of July next.

Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9" day of July next.

The report states that the amount of sales to be $5,500.00.

John H. Hopkins, 3rd, Clerk.

Filed June 7, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md, July 21, 1949.

We hereby certify, that the annexed Order Nisi-Eq. #9670-James S. Farrow- 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 July, 1949. The first insertion being made the 9th day of June, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

Filed July 23, 1949

J.H.H. No. 68 Equity

FINAL ORDER.

ORDERED BY THE COURT, This 23rd day of July, 1949 that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Raitfied and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson,

Judge.

Filed July 23, 1949.

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. August 31, 1949.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Walter S. Calwell, Attorney, Vs. James S. Farrow and Doris B.Farrow, his wife, in account

To Attorney for Fees, viz:	50.00	
To Attorney for Commissions, viz:	195.00	245.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor- stating this account	9.00	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	20.25	
Capital-Gazette Press - order nisi (sale)	5.00	
Capital-Gazette Press - order nisi(acct.)	5.00	
New Amsterdam Casualty Co., -bond premium	24.40	
Sam W. Pattison & Co- Auctioneer's fee	20.00	
One-half Federal revenue stamps	3.03	
One-half State revenue stamps	3.02	
Clara M. Link - notary fees	1.20	
Ground rent- adjusted to 5/24/49	24.70	106.60
To The County Trust Company-Mortgagee- this balance on account of mortgage claim	5,169.25	5,169.25
		5,558.60
Amount of mortgage claim filed	5,946.59	
Cr. Amount allowed as above	5,169.25	
Balance subject to decree in personam	777.34	

with Walter S. Ca well, Attorney named in Mortgage

1949		Cr.
May 24 Proceeds of sale	5,500.00	5,500 00
Refund 1949 State and County taxes (89.65- adjusted to 5/24/49)	54.28	

J.H.H. No. 68 Equity

Refund 1949 water main and sewer benefit charges ($7.15-adjusted to 5/24/49)	4.32	58.60
		5,558.60

Filed Sept. 6, 1949

ORDER NISI

ORDERED, This 6" day of September, 1949, That the Report and Account of the Auditor filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8" 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 8" day of October next.

John H. Hopkins, 3rd, Clerk.

Filed Sept. 6, 1949.

CERTIFICATE OF PUBLICATION

Annapolis, Md. Oct. 13, 1949.

We hereby certify, that the annexed Order Nisi- Eq. #9670 Auditor's Account -James S. Farrow was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of October, 1949. The first insertion being made the 8th day of September, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 1857

By R. L. Brown,

Filed Oct. 14, 1949.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, This 16th day of November, 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 propotion of interest as the same has been or may be received.

Benjamin Michaelson,

Judge.

Filed 16 Nov. 1950.

WALTER S. CALWELL,	:	No. 9671 EQUITY
ASSIGNEE	:	IN THE
VS.	:	CIRCUIT COURT FOR
WELZIE O. YATES and	:	ANNE ARUNDEL COUNTY.
PAULINE YATES, his wife.	:	(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 Welzie O. Yates and Pauline Yates, his wife to Washington Irving Trust Company, dated June 30th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 417, folio 272, with Shore Assignment

thereof, the last dated March 28th, 1949 from the County Trust Company to said Plaintiffs.

WALTER S. CALWELL,

Assignee

James J. Lee,
Solicitor for Plaintiff.

Filed April 8, 1949

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 30th day of June, A. D., 1947, by and between WELZIE O. YATES AND PAULINE YATES, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY a corporation organized and existing under the laws of the State of New York hereinafter called the Mortgagee

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money being part of the purchase money for the property hereinafter described in the principal sum of SIX THOUSAND Dollars ($6.000.00) with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown, Westchester County, New York, or at such other place as the holder hereof may designate in writing in monthly installments of THIRTY ONE and 68/100 Dollars ($31.68), commencing on the first day of August, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1972. Privilege is reserved to pay this debt in whole or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to the 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. 33 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. 5010 Brookwood Road,(formerly 264 Brookwood Road.)

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately

prior hereto was granted and assigned by the Wood Homes, Inc., unto said Mortgagors herein.

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) Dollars, payable half-yearly on the 15th. days of June and December.

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

Meredith R. Wilson Pauline Yates (SEAL)

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 30th day of June, 1947, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore County, personally appeared Welzie O.Yates and Pauline Yates, 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 orm of law that the consideration of said mortgage is true and bona fide as therein set forth; and also that he is the agent of the Mortgagee and is duly qualified to make this affidavit.

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

MEREDITH R. WILSON,

(Notarial Seal) Notary Public.

Recorded 10th July, 1947 at 1:15 P.M., Liber JHH # 417 fol 272.

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 (CORPORATE SEAL) By Edward P. Hanyen,

Assistant Secretary Vice President.

This rider is attached to and is a part of a certain mortgage made by Welzie O. Yates and Pauline Yates, his wife, to Washington Irving Trust Company, dated June 30th, 1947. and recorded July 10th, 1947 in Liber 417, Page 272.

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

(CORPORATE SEAL) THE COUNTY TRUST COMPANY

ATTEST: By Edward P. Hanyen -

Mary T. Lynch, Vice President

Assistant Secretary

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 28th day of March, 1949.

Filed 31 March, 1949, at 11:30 A.M., Recorded in J.H.H. No. 417, Folio 275.

Filed April 8, 1949, AT 11:30 A.M.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from said Welzie O. Yates and Pauline Yates, his wife, to Washington Irving Trust Company dated the 30th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 417, Folio 272.

Amount of Loan	$6,000.00
Less - amount paid in principal	191.68
	5,808.32
Plus - unpaid interest to 5/24/1949	131.76
	5,940.08
Less - balance in expense account	57.03
	$5,883.95

STATE OF MARYLAND, COUNTY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 23rd day of May 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 The County Trust Company the plaintiff in the above entitled cause, and made oath that the foregoing is a just and

true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Clara M. Link,

Notary Public

Filed May 24", 1949

B O N D .

KNOW ALL MEN BY THESE PRESENTS:

That we, Walter S. Calwell, Assignee, 19 E.Fayette Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND 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 23rd day of May, 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 Welzie O. Yates and Pauline Yates, his wife, to Washington Irving Trust Company, bearing date the 30th day of June, nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 417, Folio 272, and which mortgage was assigned to Walter S. Calwell, who is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Walter S. Calwell, Assignee, (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess,

Vice President.

Attest:

M. R. Gosweiler,

Assistant Secretary. (Corporate Seal)

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

John H. Hopkins, 3rd Clerk.

MILITARY AFFIDAVIT

Docket 13 Folio 354. Equity No. 9671.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of May 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 Welzie O.Yates

and Pauline Yates, 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, and that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendants.

Walter S. Calwell,

Affiant

Clara M. Link,

(Notarial Seal)

Notary Public.

James J. Lee,

Solicitor for Plaintiff.

FILED June 7", 1949

CALLAHAM, CALWELL AND PENNIMAN, Solicitors,

19 E. Fayette Street, Baltimore 2, Maryland.

MORTGAGE SALE OF VALUABLE LEASEHOLD PROPERTY,

5010 Brookwood Road (formerly 264) Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Welzie O. Yates and Pauline Yates, his wife, to Washington Irving Trust Company, dated June 30th 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 417, folio 272 (default having occurred hereunder) the undersigned, Assignee, will sell at Public Auction at the Court House door, Annapolis, Md., on TUESDAY, MAY 24TH, 1949, at 3 P.M. (Daylight Savings 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. 33 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, improved by a two 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 date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments, and public charges to be adjusted to date of sale.

WALTER S. CALWELL

Attorney Named in Mortgage

SAM W. PATTISON & CO.

Auctioneers.

m-12

REPORT OF SALE

TO THE HONORABLE THE JUDGE_ OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 30th 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No 417 folio 272 from said Welzie O. Yates and Pauline Yates, his wife to Washington Irving

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 occured thereunder) did, pursuant to said notice, on the 24" day of May, 1949 at 3 P.M., Daylight Savings Time attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County.

Being known and designated as Lot No. 33 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. 5010 (formerly 264) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto. Subject to the payment of the annual ground rent of $78.00.

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

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

Walter S. Calwell

Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of May, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Clara M. Link,

(Notarial Seal) Notary Public

James J. Lee,

Solicitor for Plaintiff.

Filed June 7", 1949.

ORDER NISI

ORDERED, this 7" day of June, 1949, That the sale of the property mentioned in these proceedings made and reported by Walter S. Calwell, Attorney- Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9" day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9" day of July,next.

The report states that the amount of sales to be $5,500.00.

John H. Hopkins, 3rd, Clerk.

Filed 7 June, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 14, 1949

J.H.H. No. 68 Equity

We hereby certify, that the annexed ORDER NISI - Eq., #9671- WELZIE O. YATES 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 July,1949. The first insertion being made the 9th day of June, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed 14" July, 1949

FINAL ORDER

ORDERED BY THE COURT, This 14th day of July, 1949, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice -[illegible] appears to have been required by 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 14 July, 1949

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account, August 29, 1949.

All of which is respectfully submitted.

Laura R. Jickling.

Auditor.

Dr. Walter S.Calwell, Assignee,vs. Welzie O.Yates and Pauline Yates,his wife, in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	195.00	245.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearamce fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor-stating this account	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press-advertising sale	21.00	
Capital-Gazette Press- Order nisi (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	6.03	
One-half State revenue stamps	6.02	
Clara M. Link- notary fees	1.20	
Ground rent - 5/24/49	34.44	122.69
To the County Trust Co.,Assignee of the mortgage filed in these proceedin s-this balance on account Mortgage claim.	5,153.53	5,153.53
		5,558.97

J.H.H. No. 68 Equity

Amount of mortgage claim filed	5,883.95	
Cr. Amount allowed as above	5,153.53	
Balance subject to decree in personam	730.42	
With Walter S. Calwell, Assignee		Cr.
1949		
May 24 Proceeds of Sale	5,500.00	5,500.00
Refund 1949 State & County Taxes		
($90.27-adjusted to 5/24/49)	54.65	
Water main and sewer benefit charge		
($7.15-adjusted 5/24/49	4.32	58.97
		5,558.97

Filed Sept. 6", 1949

ORDER NISI

ORDERED, this 6" day of Sept. 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 8" 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 8" day of October next.

John H. Hopkins, 3rd, Clerk.

Filed 6 Sept. 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 13, 1949.

We hereby certify, that the annexed Order Nisi - Eq. #9671 Auditor's Account WELZIE O. YATES was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of October next. The first insertion being made the 8th day of September, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 1858. BY R. L. Brown.

Filed October 14", 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 16th day of November, 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 16 November, 1950.

WALTER S. CALWELL, Assignee	:	No. 9678 EQUITY
	:	IN THE CIRCUIT COURT
vs	:	FOR
JAMES E. HOWELL AND	:	
CLARA V. STINDT.	:	ANNE ARUNDEL COUNTY

: : : : : : :

ORDER TO DOCKET DUIT

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 James E. Howell and Clara V. Stindt to Washington Irving Trust Company, dated July 1st, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 417, folio 228, with Short Assignments at the foot thereof, the last dated January 20th, 1949 from The County Trust Company to the Plaintiff.

WALTER S. CALWELL,

Assignee

James J. Lee,

Solicitor for Plaintiff.

Filed April 16, 1949

M O R T G A G E .

THIS MORTGAGE,Made this 1st day of July, A. D.,1947, by and between JAMES E. HOWELL, AND CLARA V. STINDT, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY a corporation organized and existing under the laws of the State of NEW YORK, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money being part of the purchase money for the property hereinafter described, in the principal sum of SIXTY TWO HUNDRED Dollars ($6200.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown, Westchester County, N. Y. or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY-TWO and 74/100 Dollars ($32.74), commencing on the first day of September 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1972. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity; 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. 129, 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 226 Southerly Road.

BEING the same lot of ground which by an Assignment dated of even date herewith and re-
or intended to be recorded
corded/among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by the Ball Homes, Inc., unto said James E. Howell.

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

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

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

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

WITNESS: James E. Howell (SEAL)

Meredith R. Wilson Clara V. Stindt (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 1st day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JAMES E. HOWELL AND CLARA V. STINDT, 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 July, 1947, at 1:15 P.M., Liber JHH 417, fol 228.

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:

Mary T. Lynch, Asst. Secretary

(Corporate Seal)

WASHINGTON IRVING TRUST COMPANY

By Edward P. Hanyen, Vice President.

1:30 p.m Recorded 6 April 1949 J.H.H. 417, fol 231.

Rider & Assignment

This rider is attached to and is a part of a certain mortgage made by James E. Howell and Clara V. Stindy, to Washington Irving Trust Company, dated 1st July 1947, and recorded July 10th, 1947 in Liber 417, Page 228.

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,

Assistant Secretary.

THE COUNTY TRUST COMPANY

By Edward P. Hanyen, Vice President.

(Corporate Seal)

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 20th day of January, 1949 .

Filed April 16, 1949

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of The County Trust Company under the mortgage from James E. Howell and Clara V. Howell, his wife, to Washington Irving Trust Company dated the 1st day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 417, Folio 228.

Amount of Loan	$6200.00
Less- amount paid in principal	147.56
	6052.44
Plus- unpaid interest to 5/24/1949	197.61
	6250.05
Less- balance in expense account	1.14
	$6248.91

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 23rd day of May 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.

Clara M. Link,

(Notarial Seal). Notary Public

Filed May 24, 1949.

B O N D

KNOW ALL MEN BY THESE PRESENTS:

That we Walter S.Calwell, Assignee, 19 E. Fayette Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND 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 23rd day of May, in the year nineteen hundred and forty-nine.

WHEREAS, the above bounden Walter S. Calwell and Clara V. Stindt, to Washington Irving Trust Company, bearing date the 1st day of July, nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 417, Folio 228,and which mortgage was assigned to Walter S. Calwell, who is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

SIGNED, SEALED and DELIVERED in the presence of Clara M. Link

(Corporate Seal)

Attest:

M. R. Gosweiler

Assistant Secretary.

Walter S. Calwell, (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess,

Vice-President.

Filed & approved this 24" day of May, 1949/

John H. Hopkins, 3rd, Clerk.

MILITARY AFFIDAVIT

Docket 13 folio 359. Equity No. 9678.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of May, 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 James

E. Howell and Clara V. Stindt against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendent.

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

James J. Lee, Solicitor for Plaintiff. (NOTARIAL SEAL)

Filed June 7", 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 July 1st, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No.417 folio 228 from said James E. Howell amd Clara V. Stindt to Washington Irving 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 24th day of May 1949 at 3:20 P.M., Daylight Savings Time attend on the premises and then and there sold the Leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 129 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. 226 Southerly Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto. Subject to the payment of the annual ground rent of $78.00.

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

The said leasehold property was sold to The County Trust Company at and for the sum of Fifty-eight Hundred fifty ($5850.00) 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 26th day of May, 1949, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link,

(Notarial Seal) Notary Public

James J. Lee,

Solicitor for Plaintiff.

Filed 7" June, 1949

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

Mortgage SALE OF VALUABLE LEASEHOLD PROPERTY 226 Southerly Road,Brookwood,

FIFTH DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

UNDER and by virtue of the power and authority contained in a Mortgage from James E. Howell and Clara V. Howell, his wife, to Washington Irving Trust Company, dated July 1st, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 417, folio 228 (default having occurred thereunder) the undersigned, Assignee, will sell at Public Auction at the Court House door, Annapolis, Md., on TUESDAY, MAY 24th, 1949, at 3:20 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. 129 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 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 date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,

Attorney Named in Mortgage.

SAM. W. PATTISON & CO.,

Auctioneers m-12

Filed June 7, 1949

ORDER NISI

ORDERED, this 7" day of June, 1949, That the sale of the property mentioned in these proceedings made and reported by Walter S. Calwell, Attorney-Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9" day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 9" day of July next.

The report states that the amount of sales to be $5,850.00.

John H. Hopkins, 3rd, Clerk

Filed 7 June, 1949

CERTIFICATE OF PUBLICATION.

Annapolis, Md. July 14, 1949.

We hereby certify, that the annexed Order Nisi- Eq., #9678-JAMES E. HOWELL - 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 July, 1949. The first insertion being made the 9th day of June, 1949.

THE CAPITAL GAZETTE PRESS, INC.,

By R. L. Brown

Filed July 14", 1949

FINAL ORDER

ORDERED BY THE COURT, This 14th day of July, 1949, that the sale made and reported by the Trustee aforesaid, be and the same _ hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson

Filed July 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. August 30, 1949.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Walter S. Calwell, Assignee, vs. James E. Howell and Clara V. Stindt in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	205.50	255.50
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor - stating this account	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press, Inc., advertising sale	19.50	
Capital-Gazette Press- order nisi (sale)	5.00	
Capital-Gazette Press- order Nisi (acct.)	5.00	
New Amsterdam Casualty Company-bond premium	25.60	
Sam W Pattison & Co., auctioneer's fee	20.00	
One-half Federal revenue stamp	3.30	
One-half State revenue stamps	3.30	
Clara M. Eink - notary fees	1.20	
Ground rent - 2/1/49 to 5/24/49	24.70	107.60
To The County Trust Company, Assignee of the mortgage filed in these proceedings- this balance on account mortgage claim	5,512.26	5,512.26
	5,913.11	5,913.11

Amount of mortgage claim filed	6,248.91	
Cr. Amount allowed as above	5,512.26	
Balance subject to decree in personal	736.65	
with Walter S. Calwell, Assignee		Cr.
1949		
May 24. Proceeds of Sale	5,850.00	5,850.00
Refund 1949 State and County Taxes		
($95.50-adjusted to 5/24/49)	57.83	
Refund water main and sewer benefit		
charge ($8.75)-adjusted to 5/24/49)	5.28	63.11
		5,913.11

Filed Sept. 6", 1950

ORDER NISI

ORDERED, This 6" day of Sept, 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 8" 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 8" day of October next.

John H. Hopkins, 3rd, Clerk.

Filed Sept. 6, 1949

CERTIFICATE OF PUBLICATION

Annapolis, Md. Oct. 13, 1949.

We hereby certify, that the annexed Order Nisi- Eq.- #9678 Auditor's Account- James E. Howell was published in MARYLAND GAZETTE -a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of October, 1949. The first insertion being made the 8th day of September, 1949.

THE CAPITAL -GAZETTE PRESS, INC.,

No. MG. 1855 By R. L. Brown.

Filed Oct. 1. 1949

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 12th day of December, 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 12 December, 1950

IN THE MATTER OF THE SALE	:	NO. 10,011 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE	:	Circuit Court
OF	:	for
LOUIS A. STARLING AND IVA	:	
M. LINDSEY STARLING, HIS WIFE.	:	Anne Arundel County

order to docket suit

Mr. Clerk:

Please docket this suit, file original mortgage and Statement of Mortgage Claim,

George E. Rullman,

ATTORNEY NAMED IN MORTGAGE

FILED 20 July, 1950

ORIGINAL MORTGAGE

(MD. STATE STAMPS $15.00)

THIS MORTGAGE, Made this 12th day of June, in the year one thousand, nine hundred and forty-six, Between Louis A. Starling and Iva M. Lindsey Starling, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors,and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of FIFTEEN THOUSAND ($15,000.00) Dollars; and

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

By the payment of ONE HUNDRED AND EIGHTY ($180.00) Dollars, on or before the first day of each and every month from the date hereof, commencing on the first day of July, 1946, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent,fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

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

ALL that tract of land situate in the First Election District of Anne Anne Arundel County, Maryland, containing one hundred twenty-four and nine-tenths (124.9) acres of land, more or less. Being the same tract which was conveyed to the above named Mortgagors by Eugene P. Childs, Trustee, et al by deed dated the 16th day of May, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 260 folio 84, subject to certain

terms and conditions for the duration of the life of Richard Lee Hardesty, and no longer, the said Richard Lee Hardesty being now deceased, and said terms and conditions being null and void.

Save and excepting from said tract of land all that lot of ground containing one half acre which was conveyed by the above named Mortgagors toEllen W. Zane, by deed dated May 7, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 331. folio 144.

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

TO HAVE AND TO HOLD THE SAID LOTS OF GROUND AND PREMISES unto the said Mortgagee, its successors and assigns.

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

AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as fOllows: (1) to repay the indebtedness together with interest, as herein provided: (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns, 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 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 rents, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of five per cent (5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid; together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same: (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and

the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided: (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the acequacy 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, wityout the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided: (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty days: (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay five per cent.(5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney, or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incideent to said sale, and to grant, assign or convey the said property 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 incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have been matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS: Louis A. Starling (SEAL)

Ruby W. Chaney Iva M. Lindsey Starling (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY that on this 12th day of June, 1946, before me, the subscriber, a Notary public of the State of Maryland in and for the County aforesaid, personally appeared Louis A. Starling and Iva M. Lindsey Starling, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ruby W. Chaney,

(Notarial Seal) Notary Public.

Received for record June 12, 1946,at 2:40 P.M.,recorded in Liber J.H.H. #363,fol 380.

Filed 20 July, 1950,

STATEMENT OF MORTGAGE CLAIM

Balance due on principal	$13,580.65
Interest	113.41
	13,694.06

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 19th day of July, 1950,nefore the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson,Secretary of the First Federal Savings & Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her

knowledge and belief.

Witness my hand and Notarial Seal.

Ruby W. Chaney.

(Notarial Seal) Notary Public.

Filed 20 July, 1950

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 Twenty-five Thousand ($25,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 2nd day of August, in the year of our Lord 1950.

WHEREAS, the above bounden George E. Rullman, by virtue of the power contained in a mortgage from Louis A. Starling and Iva M. Lindsay Starling, his wife, to First Federal Savings and Loan Association of Annapolis, bearing date the 12th day of June, 1946, and recorded among the Land records of Anne Arundel County in Liber J.H.H. No. 363, Folio 380 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, Sealed and Delivered
in the Presnece of
Janet Schnoor
As to Surety
Rose M. Bausch.
(Corporate seal)

George E. Rullman, (SEAL)
NATIONAL SURETY CORPORATION
By H. Cookman Hindes,
Attorney-in-Fact

_____
Attorney-in-Fact

Bond filed and Approved this 7 day of August, 1950.

John H. Hopkins, 3rd, Clerk.

- - - - - - - - - - - - - - - -

No. 10,011 Equity

UNGAR MOTORS, David D. Ungar, Prop.
Harwood, Maryland,
August 22, 1950.

Clerk of Circuit Court
Annapolis, Maryland.
Dear Sir:

Kindly enter the following claim against the account of Mr. L. A. Starling, Harwood, Maryland,

Sincerely,

David D. Ungar.

Mr. L. A. Starling,

Harwood, Maryland.

1950			
March	7	5 Gals of Gas	$1.25
	15	10 Gals of Gas	2.70
	28	10 Gals of Gas	2.70
April	1	15 Gals of Gas	3.95
	4	13.8 Gals.of Gas	3.73
	12	12 Gals of Gas	3.24
	19	7 Gals of Gas	1.75
	20	8.5 Gals of Gas	2.30
	22	13.2 Gals of Gas	3.55
	27	2 Gals of Gas	.50
May	2	5 Gals of Gas	1.25
	11	1 Steel Share	5.30
		1 Qt. of Oil	.40
		Tax on above 2 items	.11
		7 Gals of Gas	1.75
		2 Qts of oil	.82
	12	12.6 Gals of Gas	3.41
	13	13 Gals of Gas	3.50
	20	3.4 Gals of Gas	.91
		1 Qt. of oil	.41
	23	13.5 Gals of Gas	3.62
		Balance Forward	$47.15

August 22, 1950.

Account: Mr. L. A. Sterling Continued

Balance Brought Forward			$47.15
June	2	1 Share	1.79
	7-	Weld Lawn Mower Handles	2.50
	8	1 Plunger	.37
	9	2 Gals of Gas	.50
		1 Qt. of Oil	.41
	17	1 Tongue	8.37
	30	5 Gals of Gas	1.27
		Balance due ----------	$62.36

Before me appeared David D. Unger who by me being duly sworn upon oath says that the statements set forth above are true and correct.

Subscribed and sworn to before me this 22 day of August 1950.

Witness my hand and seal.

(Notarial Seal) Notary Public Webster H. Sutton,

Filed 21 August, 1950

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 Louis A. Starling and Iva M. Lindsey Starling, his wife, dated the 12th day of June, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 363 folio 380, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, August 22nd, 1950, at eleven o'clock A. M., and then and there sold the said property to Walter M. Bauman and Vivienne E. Bauman,his wife, at and for the sum of Fourteen Thousand Six Hundred Dollars ($14,600.00), they being then and there the highest bidders therefor, which property is as follows:

All that tract of land situate in the First Election District of Anne Arundel County, Maryland, containing 124.9 acres of land, more or less.

Being the same tract of land which was conveyed to the said Louis A. Starling and Iva M. Lindsey Starling, his wife, by Eugene P. Childs, Trustee, et al, by deed dated the 16th day of May, 1942, and recorded among the aforesaid Land Records in Liber J.H.H. No. 260, folio 84, subject to certain terms and conditions for the duration of the life of Richard Lee Hardesty, and no longer, the said Richard Lee Hardesty being now deceased, and said terms and conditions being null and void.

SAVE AND EXCEPTING FROM SAID TRACT OF LAND:

(1) All that lot of ground containing one-half acre which was conveyed by the said Louis A. Starling and Iva M. Lindsey Starling, his wife, to Ellen W. Zane, by deed dated May 7, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 331 folio 144.

(2) All that tract of land sold to Joseph C. Cormier and Laura R.Cormier, his wife, by the said Louis A. Starling and Iva M. Lindsey Starling, his wife, and the First Federal Savings & Loan Association of Annapolis, as per contract of sale dated October, 1949 (the full purchase price having been paid), said tract of land being described as follows:

Beginning for the same at a point on the northwest side of the County Road leading from Harwood to Owensville, said point being located at the easternmost corner of the conveyance from Cecelia Gardner to Clarence E. Sutton, by deed dated September 27, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 130 folio 474; and running from thence and with the northeast lines of said conveyance, and with the northeast line of the conveyance from Eugene P. Childs, Trustee, to Clarence E. Sutton, by deed dated ------

August 4, 1939, and recorded among said Records in Liber J.H.H. 206 folio 14, North 64 degrees 12 minutes West 330.75 feet to the north corner of the conveyance from Childs to Sutton; thence leaving said conveyance and crossing the property conveyed by Eugene Childs, Trustee, to Louis A. Starling, by deed dated May 20 1942, and recorded among said Records in Liber J.H.H. 260,folio 84, North 45 degrees 33 minutes East 625 feet to a pipe in the outlines of said conveyance; thence with the same, South 49 degrees 45 minutes East 177 feet to a pipe in the northwest line of a lot previously conveyed to Norfolk; thence with the same, South 50 degrees 39 minutes West 282 feet to a pipe; thence still with said conveyance South 45 degrees 07 minutes East 163 feet to a stone on the northwest side of the aforesaid County Road; thence with the same 44 degrees 54 minutes West 246 feet to the place of beginning.

Containing 3.17 acres, and being a part of the southeast section of the above mentioned conveyance to Starling and as described by J. R. McCrone, Jr., Surveyor, in April, 1949.

The tract of land sold is improved by a dwelling, tenant house, 2 tobacco barns 1 stable and 1 corn house.

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 purchasers' agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of $1,000 will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with intersst thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to day of sale.

Respectfully submitted,

George E. Rullman

ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 22nd day of August, 1950, 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.

Ruby W. Chaney.

(Notarial Seal)

NOTARY PUBLIC.

Filed 23" August, 1950

CERTIFICATE OF AUCTIONEER, AGREEMENT OF PURCHASER

I hereby certify that I have this 22nd day of August, 1950, sold the within described property to Walter M. Bauman and Vivienne E. Bauman, his wife, at and for the sum of Fourteen Thousand Six Hundred Dollars ($14,600.00), they being at that figure the highest bidders therefor, and I further certify that the said sale was fairly made.

Geo. W. Scible,

Auctioneer.

We hereby certify that we have this 2nd day of August, 1950, purchased the within

described property from George E. Rullman, Attorney, at and for the sum of Fourteen Thousand Six Hundred Dollars ($14,600.00), and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Witness: Walter M. Bauman

Ruby W. Chaney. Vivienne E. Bauman

PURCHASERS.

Filed Aug. 23, 1950

ORDER NISI

ORDERED, this 23 day of August, 1950, 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 25 day of September, next; Provided a copy of this order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 25 day of September next. The Report states the amount of sales to be Fourteen Thousand Six Hundred Dollars ($14,600.00).

John H. Hopkins, 3rd, Clerk

True Copy, TEST:

John H. Hopkins, 3rd, Clerk.

s-7

Filed August 23, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 20, 1950.

We hereby certify, that the annexed Order Nisi- Eq., #10011 LOUIS A.STARLING was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of September, 1950. The first insertion being made the 24th day of August, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E. C. 4577 By R. L. Brown.

Filed Sept . 26, 1950.

FINAL ORDER

ORDERED By the Court this 26th day of September, 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,

- -

Filed Sept. 26, 1950.

PETITION TO ALLOW CLAIM OF THE J.F. JOHNSON LUMBER COMPANY.

To the Honorable, the Judge of said Court;

The Petition of The J. F. Johnson Lumber Company, Incorporate, a body corporate, by Marvin I. Anderson, its solicitor, respectfully shows:

1. That it is a judgment creditor of Louis A. Starling and Iva M. Starling, his wife, having obtained judgment against them on April 8, 1949 for $1506.18 with interest from date and cost. of suit and 10% attorney's fee, all of which will fully appear by reference to No.

1609 Law, in the Circuit Court for Anne Arundel County, The J. F. Johnson Lumber Company, Inc., versus Louis A. Starling and wife; and nothing has been paid on account of said judgment, so that the full amount remains due and payable.

2. That the real estate owned by the said Louis A. Starling and wife, has been sold under the proceedings in this case, the said judgment having been obtained before the sale.

3. That after the mortgage and the expense of the foreclosure and all prior liens are satisfied, your Petitioner is informed there will be a net surplus standing to the credit of said Louis A. Starling, and wife.

Your Petitioner, therefore, prays your Honor to pass an Order therein directing the Auditor in stating his account in this cause to allow the claim of said Petitioner.

And as in duty bound, etc.,

Marvin I. Anderson,

Solicitor for Petitioner.

Filed Oct. 5, 1950

EXHIBIT 1.

M. I. ANDERSON,

The J. F. Johnson Lumber Company,

a body corporate

Vs

Duvall:

Louis A. Starling

Iva M. Starling.

: IN THE CIRCUIT COURT FOR ANNE ARUNDEL CO.

: No. 1609 LAW

: 1949, April 8th., Narr note and Order to enter Judgment by Confession fd. 1949, April 8th, Judgment by Confession in favor of the Plaintiff for the sum of Fifteen Hundred Six Dollars and eighteen cents ($1506.18) current money with interest from the 8th day of April, 1949, ten percent Attys fees, costs of suit, all exemptions waived. Summons issd. Non Sunt. Summoned 1949, Aug. 31, Order to Re-issue summons fld., Summons issued. Summoned Iva M. Starling this 2nd day of Sept. 1949, by leaving with her a copy of the summons. Non Est as to Louis A. Sterling. 1949, Sept. 10" Order to Re-issue summons for Louis A. Starling fld. Non Est. 1949, Dec. 19, Order to Re-issue summons same day summons re-issued. Summoned Louis A. Starling this 28th day of December 1949, at 1025 Vermont Ave., N. W. Wash. D.C., copy of Declaration thereto attached.

Plaintiff's Cost $11.50

Defendant's Cost 5.00

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 beenpaid or in any manner satisfied.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the sale of the Circuit Court for Anne Arundel County, this 9th day of October, 1950.

John H. Hopkins

(Court Seal)

John H. Hopkins, 3rd,

Clerk of the Circuit Court for Anne Arundel County, this 9th day of Octobrt 1950.

John H. Hopkins, 3rd,

Clerk of the Circuit Court for Anne Arundel County.

Filed 5 Oct. 1950

ORDER OF COURT

Upon the aforegoing Petition, it is this 5th day of October, 1950, ordered by the Circuit Court for Anne Arundel County, in Equity, that the Auditor of the Court, be and he is hereby directed in stating his account, in this cause to allow the claim of the said J. F. Johnson Lumber Company, Inc., a body corporate, according to its legal priority, subject to proper exceptions.

Benjamin Michaelson,

— —.

Filed 5 Oct. 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. In the Matter of the Sale of the Mortgaged Real Estate of Louis A. Starling and Iva M. Lindsey Starling, his wife, in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	470.92	520.92
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	56.25	
Capital-Gazette Press- handbills and tax	17.23	
Capital-Gazette Press- order nisi (sale)	6.00	
Capital-Gazette Press- order nisi (acct)	6.00	
National Surety Corp- bond premium	100.00	
George W. Scible- auctioneer's fee	30.00	
One-half Federal revenue stamp	8.25	
One-half State revenue stamp	8.25	
Ruby W. Chaney- notary fees	1.00	232.98
To First Federal Savings & Loan Ass'n. of Annapolis, Mortgagee-in full for mortgage clain filed	13,694.06	13,694.06
To The J.F. Johnson Lumber Co. judgment creditor-this balance on account claim filed in No. 1609 Law	340.93	340.93
		14,831.14
Amount of judgment claim filed	1,506.18	
Interest thereon from 4/8/49 to 8/22/50	124.00	
Court costs	16.50	
Plaintiff's Attorney's collection fee	150.62	
Total debt	1,797.30	
Cr. Amount allowed as above	340.93	
Balance due	1,456.37	

with George E. Rullman, Attorney named in Mortgage			Dr.
1950			
Aug. 22	Proceeds of Sale	14,600.00	
	Interest on deferred payment	97.45	14,697.45
	1950 State and County Taxes-		
	($136.76-adj. to 8/22/50)	49.39	
	Fire insurance premium ($126.44-adjusted)	84.30	133.69
			14,831.14

Filed 11 Oct. 1950.

ORDER NISI

ORDERED, This 11 day of October, 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 13 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 13 day of November next.

John H. Hopkins, 3rd, Clerk.

Filed 11 Oct. 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 10, 1950.

We hereby certify, that the annexed ORDER NISI - Eq., #10,011 Auditor's Account- Louis A. Starling & wife, was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of November, 1950. The first insertion being made the 14th day of October, 1950.

THE CAPITAL GAZETTE PRESS, INC.,

By R. L. Brown.

Filed 14 November, 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 14th day of November, 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 14 November, 1950.

JOHN S. STANLEY,
Attorney named in mortgage

vs

DEAN C. McBRIDE and
MILDRED McBRIDE, his wife.

No. 10,016 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

. . . . . .

TITLING.

Mr. Clerk:

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

JOHN S. STANLEY,

Attorney Named in Mortgage.

Filed Aug. 4", 1950.

ORIGINAL MORTGAGE

(MD. STATE STAMPS $.60)

THIS MORTGAGE, Made this 19th day of March, in the year one thousand nine hundred and forty, by Dean C. McBride and Mildred McBride, his wife,Mortgagors,and THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY, a body corporate of Prince George's County, Maryland, duly incorporated, Mortgagee.

WHEREAS, The said Dean C. McBride and Mildred McBride, his wife, , being member of The LAUREL BUILDING ASSOCIATION OF PRINCE GEORGES COUNTY, AFORESAID, and as such member sharing and participating in the profits of said body corporate, have received therefrom an advance of Six Hundred Dollars ($600.00), on the six shares of stock held and owned by the said Mortgagors in their own right, being the par value of the same,at its maturity.

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

NOW THIS MORTGAGE WUTNESSETH: That in consideration of the premises and one dollar ($1.00) the said Dean C. McBride and Mildred McBride, his wife, , do grant and convey unto THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY, the body corporate aforesaid, its successors and assigns, all that lot or parcel of ground situate lying and being in Anne Arundel County, Maryland, and being more particular described as follows:

BEGINNING for the same at an iron pipe set on the northeast side of the County Road leading from Odenton to Fort Meade at a point North fifty eight (58) degrees west five hundred twenty-four and thirty-nine hundredths (524.39) feet from the end of the south thirty -two (32) degrees west three hundred thirty-two and five tenths (332.5) feet line of the whole tract, thence with the line of the conveyance from Wm. Lindman and wife to William T. Skipper and wife dated July 20th, 1936, and recorded among the Land Records of Anne Arundel County, North thirty two (32) degrees east three hundred thirty-two and five tenths (332.5) feet, to the south fifty-eight (58) degrees east twelve hundred thirty-five (1235) foot line of the whole tract, thence resersing said line north fifty-eight (58) degrees west sixty-five and thirty-seven hundredths (65.37) feet thence leaving the outlines and running south thirty-two (32) degrees west three hundred thirty-two and five tenths (332.5) feet to an iron pipe on the northeast side of the said County Road, thence with said road south fifty eight (58) degrees east sixty-five and thirty-seven hundredths (65.37) feet to the place of beginning. Containing one-half of an acre more or less. BEING the same property conveyed to the mortgagors herein by deed from William Lindeman and Sadie Lindeman, his wife, dated October 31,1938 and recorded amont the Land Records of said County in Liber 189, folio 481.

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

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

PROVIDED, That if the said Dean C. McBride abd Mildred McBride, his wife, shall make all the payments and perform all the covenants herein on their part to be made and performed, then this Mortgage shall be void.

AND the said Dean C. McBride and Mildred McBride, his wife, for themselves their heirs, executors, administrators and assigns, hereby covenant with THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY aforesaid and its assigns, to pay and perform as follows; that is to say: To pay to the said Mortgagee or its assigns, as dues, the sum of one dollar per share on each and every of said shares of stock, monthly, on or before the third Tuesday of each and every ~~of said stock, monthly, on or before the third Tuesday of each and every~~ month, and interest on said advance at the rate of fifty cents per share monthly, on or before the third Tuesday of each and every month, and a premium of ten cents per share, on or before the third Tuesday of each and every month, the same being the premium agreed upon. To pay all such fines as may by the said Association body corporate, in confirmity with its Constitution and By-Laws, be imposed upon said Mortgagors for any default made in the payment of said monthly dues and interest. To keppt the improvements on said property insured from loss by fire and windstorm for the benefit of said body corporate, to the amount of at least Six Hundred Dollars, To pay all taxes and all other assessments for which the property hereby mortgaged may be or become liable, when demandable, and to obey the Constitution and By Laws of said Association, now in force or hereafter to be adopted. All of which payments and covenants shall continue in full force until the whole amount of said advance, interest, premium, fines and all amounts paid for insurance and taxes shall, by the payments made by the said Dean C. McBride and Mildred McBride, his wife, and dividends allowed by said Association, be paid in full.

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

WITNESS the hand and seal of the Mortgagor.

TEST: Dean C. McBride (Seal)

Wander R. Misener Mildred McBride (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY, That on this 19th day of March in the year one thousand nine hundred and Forty before me subscriber, a Notary Public of the State of Maryland in

and for the County aforesaid, personally appeared Dean C. McBride and Mildred McBride, his wife, (the within named Mortgagor) and they acknowledged the aforegoing Mortgage to be their act.

WITNESS my hand and Notarial Seal.

Andrew Hodsden

(Notarial Seal) Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 23rd day of March in the year one thousand nine hundred and forty before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John S. Stanley, the Agent of The Laurel Building Association of Prince George's County,(the within named mortgagee), and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as therein set forth, and that he is the duly authorized Agent of the Mortgagee to make this affidavit.

WITNESS my hand and Notarial Seal.

Alice D. Barry,

(NOTARIAL SEAL) Notary Public

Recorded April 1, 1940 at 12 M., in Liber J.H.H. No. 215, Folio 140

Filed August 4, 1950

B O N D .

KNOW ALL MEN BY THESE PRESENTS: That we, John S. Stanley of 1604 First National Bank Building, City of Baltimore 2, State of Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety,are held and firmly bound unto the State of Maryland in the full and just sum of Two Thousand and 00/100 Dollars ($2,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally,formly by these presents.

SEALED with our seals and dated this 2nd day of August, in the year of our Lord, nineteen hundred and fifty.

WHEREAS, the above bounden John S. Stanley by virtue of the power contained in a mortgage from Dean C. McBride and Mildred McBride, his wife to Laurel Building Association of Prince Georhes County bearing date the 19th day of March, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 215 Folio 140 etc. and John S.Stanley. Attorney named in Mortgage is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, sealed and delivered
In the presence of

Mary E. McLaughlin

(Corporate Seal)

John S. Stanley (SEAL)

UNITED STATES FIDELITY AND GUARIANTY COMPANY.
By Harold T. Axtell,
Attorney-in-Fact.

Approved; John H. Hopkins, 3rd,
8/4/50 Clerk

Filed Aug. 4, 1950.

J.H.H. No. 68 Equity

AFFIDAVIT RE MILITARY SERVICE

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, TO WIT:

I HEREBY CERTIFY that on this 4th day of August, 1950, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LOUISE A. FLESTER, Secretary of THE LAUREL BUILDING ASSOCIATION OF PRINCE GEORGE'S COUNTY, the mortgagee in the above-named cause, and made oath in due form of law that it appears from the records of said LAUREL BUILDING ASSOCIATION that the defendant, DEAN C. McBRIDE, was in the military service of the United States at the time the mortgage indebtedness mentioned in these proceedings was incurred and the said mortgage executed and delivered, and it further appears that the defendant, MILDRED McBRIDE, wife of the said DEAN C. McBRIDE, was not in the military service of the United States.

IN TESTIMONY WHEREOF,I have hereunto set my hand and seal this 4th day of August, 1950.

(NOTARIAL SEAL) MARTHA R. WISEMAN,

My Commission expires May 7, 1951. Notary Public

Filed Aug. 5", 1950

REPORT OF SALE .

TO THE HONORABLE THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a certain mortgage from Dean C. McBride and Mildred McBride, his wife, to The Laurel Building Association of Prince George's County, dated the 19th day of March, 1940, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 215, folio 140, the undersigned as attorney named in the mortgage and authorized to sell in case of default, default having occurred under the terms and conditions of said mortgage and in the payment of the interest and principal therein stipulated after giving more than twenty days notice of the time, place, manner and terms of sale by advertisement in the "Southern Maryland Times", a paper duly published in Anne Arundel County did, pursuant to said notice and advertisement, attend on the premises on Monday,August 7, 1950 at 5:00 o'clock P.M., and offered the said property for sale at public auction, which property is described as all that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, near the town of Odenton, consisting of approximately one-half acre of land on the northeast side of the road leading from Odenton to Fort Meade,fronting about sixty-five feet on said road, with a depth of about three hundred thirty-two feet, which is fully described in said mortgage, reference to which is hereby made for a full description of the property, and sold the same to Morris M. Misener and Wanda R. Misener, his wife, at and for the sum of Fourteen Hundred Seventy Five Dollars ($1,475.), who were then and there the highest bidder therefor and that the said sale was fairly made.

John S. Stanley,

Attorney Named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 10th day of August, 1950, before me, the subscriber,a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared John S. Stanley, the attorney named in the mortgage, and made oath in due form of law that the matters and facts set forthin the aforegoing report of sale are true and bona fide as therein set forth, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Alice D. Barry

My Commission expires May 7, 1951. Notary Public.

Filed 11 August, 1950

MORTGAGE SALE.

HERSHEY, DONALDSON WILLIAMS & STANLEY

1604 FIRST NATIONAL BANK BLDG., BALTIMORE ", MARYLAND.

MORTGAGE SALE OF VALUABLE REAL ESTATE SITUATED IN ANNE ARUNDEL COUNTY, NEAR ODENTON.

BY VIRTUE OF THE POWER OF SALE contained in a certain Mortgage from Dean C. McBride and Mildred McBride, his wife, to The Laurel Building Association of Prince George's County, dated the nineteenth day of March, 1940, recorded among the Land Records of Anne Arundel County on April 1, 1940 in Liber J.H.H. No. 215, Folio 140, the undersigned as attorney named in the mortgage, and authorized to sell in case of default, default having occurred under the terms and conditions of said mortgage and in the payment of interest, principal, premiums and fines therein stipulated, will sell at the request of the mortgagee, on the premises on -Monday August 7, 1950, at 5 P.M., All that lot or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, near the town of Odenton, consisting of approximately one-half acre of land on the northeast side of the road leading from Odenton to Fort Meade, fronting about sixty-five feet on said road, with a depth of about three hundred thirty-two feet and improved by a one story, five room dwelling house.

TERMS OF SALE- A deposit of Two Hundred Fifty Dollars ($250.00) will be required at the time and place of sale. the balance of the purchase money to bear interest from the date of sale, and to be paid upon the ratification thereof. Taxes and insurance are to be adjusted to the date of sale, but conveyancing, including the cost of stamps on the deed, are to be at the expense of the purchaser.

T. JORDAN DORSEY, Auctioneer

JOHN S. STANLEY

Attorney named in the mortgage.

Filed 11 August, 1950.

AGREEMENT OF PURCHASER AND CERTIFICATE OF ENGINEER.

THIS IS TO CERTIFY that the undersigned on the 7 day of August, 1950, purchased at public sale of John S. Stanley, Attorney named in the mortgage, in the mortgage from Dean C. McBride and Mildred McBride, his wife, to The Laurel Building Association of Prince George's County dated March 19,1940 and recorded April 1, 1940 among the Land Records of Anne Arundel County in Liber J.H.H. No. 215, folio 140, the property therein described situate in Anne Arundel County, State of Maryland, near the town of Odenton, consisting of approximately one-half acre of land on the northeast side of the road leading from Odenton to Fort Meade, fronting about sixty-five feet on said road, with a depth of about three hundred thirty-two feet, at and for the sum of $1475.00.

Morris M. Misener

Wanda R. Misener

Purchaser.

THIS IS TO CERTIFY that I as auctioneer sold to Morris M. Misener and Wanda R.Misener, his wife, all that lot or parcel of ground situate , lying and being in Anne Arundel County, State of Maryland, near the town of Odenton, consisting of approximately one-half acre of land on

the northeast side of the road leading from Odenton to Fort Meade, fronting about sixty-five feet on said road, with a depth of about three hundred thirty-two feet, and described in the mortgage mentioned above, on the 7th day of August, 1950, at 5:00 o'clock P.M., and I do further certify that the said purchaser at the price of $1475.00 was the highest bidder therefor; that said sale was made in compliance with the advertisement thereof; and was fairly made.

T. Jordan Dorsey.

Auctioneer.

Filed 11 August, 1950.

ORDER NISI

ORDERED, this 11 day of August, 1950, That the sale of Real Estate mentioned in these proceedings made and reported by John S. Stanley, Attorney named in mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18 day of September next; Provided,a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18 day of September next. The report states that the amount of sales to be $1475.00

John H. Hopkins, 3rd, Clerk.

Filed 11 August. 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Maryland

John S. Stanley vs Dean C. McBride and Mildred McBride, his wife.

THIS IS TO CERTIFY, That the annexed advertisement of Mortgage Sale was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 28th day of July, 1950. that is to say, the same was inserted in the issues of July 13, 20 and 27.

THE SOUTHERN MARYLAND TIMES

J. N. Metzger, Business Manager.

Filed 11 August, 1950

(2)

FINAL ORDER

ORDERED BY THE COURT, This 20th day of September, 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,

Judge.

(1)

Filed Sept. 20, 1950.

STATEMENT OF MORTGAGE CLAIM FILED.

I HEREBY CERTIFY that according to the records of The Laurel Building Association of Prince George's County there was due at the time of the foreclosure sale referred to in this proceeding under the mortgage from Dean C. McBrude and Mildred McBride, his wife, to The Laurel Building Association of Prince George's County, dated March 19, 1940, recorded April 1, 1940 among the Land Records of Anne Arundel County in Liber J.H.H. No. 215,folio 140, the sum of $870.80 as shown by the following statement.

Loan	$ 600.00
Insurance premiums advanced	97.10
State and County taxes advanced	43.47
Interest and premium	133.64
Fines	24.00
	$ 898.21
Credit applicable to loan	27.41
Owing	$870.80

THE LAUREL BUILDING ASSOCIATION OF
PRINCE GEORGE'S COUNTY.

Witness:

Martha R. Wiseman

By Louise A. Flester,
Secretary-Treasurer,

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10 day of August, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Louise A. Flester and made oath in due form of law that the foregoing statement of mortgage claim is correct according to the best of her information, knowledge and belief.

WITNESS my hand and Notarial Seal.

Martha R. Wiseman,

(Notarial Seal) Notary Public.

My Commission expires May 7, 1951.

(3)

Filed 15 August, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 14, 1950.

We hereby certify, that the annexed Order Nisi-Eq. #10,016 -Dean D. McBride was published in Southern Maryland Times, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of September, 1950. The first insertion being made the 17th day of August, 1950.

THE CAPITAL GAZETTE PRESS, INC.,

No. MG 1000. By R. L. Brown,

Filed 19" September, 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. October 16, 1950.

All of which is respectfully submitted.

Laura R. Jickling.

Auditor.

Dr. John S. Stanley, Attorney named in Mortgage, vs Dean C. McBride and Mildred McBride, his wife, in ac.

To Attorney for Commissions, viz:	76.08	76.08
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - - Court costs	18.75	
Auditor- stating this account	9.00	37.75

To Attorney for Expenses, viz:		
Southern Maryland Times-advertising sale	13.50	
Capital-Gazette Press- order nisi (sale)	6.00	
Capital-Gazette Press - order nisi (acct)	6.00	
U.S.Fidelity & Guaranty Co.-bond premium	10.00	
T. Jordan Dorsey- auctioneer	20.00	
Martha R. Wiseman- notary fees	1.00	
Alice D. Barry- notary fee	.50	57.00
To The Laurel Building Ass'n of Prince George's County, Mortgagee - in full for mortgage claim filed	870.80	870.80
To Dean McBride and Mildred McBride, his wife, mortgagors- this balance	466.17	466.17
		1,507.80

WITH John S. Stanley Attorney named in Mortgage Cr.

1950			
Aug. 7	Proceeds of Sale	1,475.00	
	Interest on deferred payment to 10/9/50	12.87	1,487.87
	Refund 1950 State and County taxes ($12.60 - adjusted to day of sale)	4.93	
	Refund fire insurance premium ($27.00- adjusted 10/9/50-4/3/52)	15.00	19.93
			1,507.80

Filed 8 November, 1950.

ORDER NISI

ORDERED, This 8 day of November, 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 18 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 18 day of December, next.

John H. Hopkins, 3rd, Clerk.

Filed 8 November, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 21, 1950.

We hereby certify, that the annexed Order Nisi- Eq. #10,016 -JOHN S. STANLEY,ATTY.vs DEAN C. McBRIDE was published in SOUTHERN MARYLAND TIMES, A newspaper published in the City of Annapolis, Anne Arundel County,Maryland, once a week for 3 successive weeks before the 18th day of December,1950. The first insertion being made the 15th day of November, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 8062 By R. L. Brown.

Filed 21 December,1950

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 21st day of December,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 21 December, 1950.

EX PARTE	:	No. 9335 EQUITY
IN THE MATTER	:	IN THE CIRCUIT COURT
OF	:	FOR
LOUISA KOLB, INCOMPETENT.	:	ANNE ARUNDEL COUNTY.

: : : : : : : : :

PETITION AND ORDER

To the Honorable, the Judges of said Court:

The petition of C. Francis Kolb, brother and Virginia Mildred Kolb, sister and next friends of Louisa Kolb, respectfully represents:

(1) That Louisa Kolb is now and has been since on or about the 5th day of July, 1945 a patient in Phipps Clinic, the Psychiatric Division of Johns Hopkins Hospital, Baltimore; that all in all said Louisa Kolb has been mentally ill and incapable of attending to her affairs since on or about the 15th day of June, 1945; that in her present condition the said Louisa Kolb is incapable of the government of herself or the management of her estate; that your petitioner files herewith (as part hereof, as fully as if incorporated herein) certificates under affidavit of Doctors John C.Whitehorn and Nicholas L. Ballich,(qualified neuro-psychiatrists and members of the staff of Phipps Clinic of Johns Hopkins Hospital at Baltimore) marked Exhibits "A" and "B", respectively, each of said affidavits, certifying as to the mental disability of the said Louisa Kolb, and that the said condition is one of total disability and is probably permanent.

(2) That the said Louisa Kolb was born in Galesville, Anne Arundel County, Md. on the 7th day of May, 1885; that the said Louisa Kolb has never married and the relatives of her immediate family are: your petitioners, Lawrence Kolb, Augusta Kolb, brothers, and sisters Margaret Kolb, Naomi Kolb, Anna Kolb and Mrs. Sophia K. Cunningham.

(3) That Louisa Kolb has personal estate as follows:

Approximately $28,000

(4) That said Louisa Kolb must leave Phipps Clinic because the latter is unable to keep her as a patient any longer; that when Louisa Kolb leaves said Phipps Clinic she will have to enter some private or public sanatorium or hospital which will involve certain expenses of maintenance etc. in addition to which said Louisa Kolb will, from time to time, require certain other items such as clothing, medicine, etc.; That to meet such charges for the maintenance of said Louisa Kolb, it is necessary that there be appointed a fiduciary to take charge of her estate, to pay all necessary charges, etc.

(5) That your petitioner believes it would be to the advantage of the said Louisa Kolb that a Committee be appointed by this Honorable Court to take charge of and manage her real and personal estate.

WHEREFORE your petitioner respectfully prays for the passage of an order,

(1) Appointing C. Francis Kolb and Virginia Mildred Kolb, Committee of the person and estate of the aforesaid incompetent;

(2) That the said Committee be authorized to take control of the estate of Louisa Kolb and use such estate for the care, support and maintenance of Louisa Kolb;

(3) That the personal attendance of Louisa Kolb at the time and place mentioned in the said Order of the Honorable Court, be dispensed with;

(4) Permitting an appearance and answer on behalf of said Louisa Kolb or anyone on her behalf to be filed at any time before or after the passage of final decree or order in this case;

(5) Granting such other and further relief as the nature of the case may seem to require.

C. Francis Kolb,

Petitioner

Matthew S. Evans

E. P. Martin, Jr.,

Solicitors for Petitioner.

Virginia Mildred Kolb,

Petitioner

(AFFIDAVIT)

EXHIBIT "A"

CERTIFICATE

State of Maryland, County of Baltimore, SS;

I, Nicholas L. Ballich M. D., the undersigned, herewith certify that I am a qualified neuro-psychiatrist and a member of the staff of Phipps Clinic, Johns Hopkins Hospital, Baltimore; that within ten days of the making of this certificate, I personally examined Louisa Kolb; that the said Louisa Kolb is a patient of the Phipps Clinic of Johns Hopkins Hospital and has been since July 5, 1945; that from opportunity afforded me in observing the said Louisa Kolb, I am of the opinion that she is of unsound mind and incapable of governing herself or of managing her property; that the disability is due to her mental disorder known as organic reaction type with agitated depression; that this disability is total and probably permanent; that it would be detrimental to the patient's condition for her to appear in Court.

Nicholas L. Ballich, M. D.

Signature.

subscribed and sworn to before me this 21st day of October, 1947.

Elder H. Slade,

(Notarial Seal)

Notary Public

Similar affidavit of another doctor, Exhibit "B"

(AFFIDAVIT)

EXHIBIT "B".

CERTIFICATE

of Maryland, County of Baltimore, SS:

I, John C. Whitehorn, M. D. the undersigned, herewith certify that I am a qualified neuro-psychiatrist and a member of the staff of Phipps Clinic, Johns Hopkins Hospital, Baltimore; that within ten days of the making of this certificate, I personally examined Louisa Kolb; that the said Louisa Kolb is a patient of the Phipps Clinic of Johns Hopkins Hospital and has been since July 5, 1945; that from opportunity afforded me in observing the said Louisa Kolb, I am of the opinion that she is of unsound mind and incapable of governing herself or of managing her property; that the disability is due to her mental

disorder known as organic reaction type with agitated depression; that this disability is total and probably permanent; that it would be detrimental to the patient's condition for her to appear in Court.

John C. Whitehorn, M. D.

Signature

Aubscribed and sworn to before me this 28th day of October, 1947

Elder H. Slade,

(Notarial Seal)

Notary Public

Similar affidavit of another doctor, Exhibit "A"

Filed Oct. 31, 1947

O R D E R

Upon the aforegoing Petition, Affidavit and two Certificates of medical doctors, it is this 3" day of November, 1947, ORDERED by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY that the said Louisa Kolb be summoned within ten days from the date of the signing of the ORDER, and that within the same time a copy of the summons, Petition and Order shall be served on Laurel Sanitarium, Prince George County, Maryland, and that the said Petition be set for hearing on or after fifteen days from the date of this Order and that an appearance and answer be allowed at any time before or after the Decree.

William J. McWilliams,

Judge.

Filed 3 November, 1947

O R D E R

Upon the aforegoing Petition, Affidavit and two Certificates of medical doctors, it is this 26 day of November, 1947, ORDERED by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY that the said Louisa Kolb be summoned within ten days from the date of the signing of the Order, and that within the same time a copy of the summons, Petition and Order shall be served on Laurel Sanitarium , Prince George County, Maryland, and that the said Petition be set for hearing on or after fifteen days from the date of this Order and that an appearance and answer be allowed at any time before or after the Decree,

William J. McWilliams,

Judge.

O R D E R

Upon the aforegoing Petition, Affidavit and two Certificates of medical doctors, it is this 7" day of January, 1948, ORDERED by the CIRCUIT COURT OF ANNE ARUNDEL COUNTY that the said Louisa Kolb be summoned within ten days from the date of the signing of the Order, and that within the same time a copy of the summons, Petition and Order shall be served on Laurel Sanitarium, Prince George County, Maryland, and that the said Petition be set for hearing on or after fifteen days from the date of this Order and that an appearance and answer be allowed at any time before or after the Decree.

William J. McWilliams,

Judge.

Filed January 7, 1948.

D E C R E E

This cause standing ready for hearing and duly submitted, the proceedings were by the

J.H.H. NO. 68 Equity

Court read and considered:

It is thereupon, this 27" day of January, 1948,ADJUDGED, ORDERED and DECREED, by the Circuit Court of Anne Arundel County, that C. Francis Kolb and Virginia Mildred Kolb be and they are hereby appointed Committee with full power and authority to care for and manage the property of the said Louisa Kolb, and upon proper order of this Court to expend cash for the support and maintenance of the said Louisa Kolb under the direction of this Court; but before the said C. Francis Kolb and Virginia Mildred Kolb shall proceed to act as such Committee they shall give a corporate bond to the State of Maryland in the penalty of $28,000. Dollars, with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of their duties as such Committee.

William J. McWilliams,

Judge.

Filed 27 January, 1948.

COMMITTEE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, C. Francis Kolb and V. Mildred Kolb of Galesville, 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 Thirty Thousand and No/100 Dollars, tobe 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 selas and dated this Sixteenth day of April, in the year nineteen hundred and forty-eight.

WHEREAS, the above bounden C. Francis Kolb and V. Mildred Kolb by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland, has been appointed Committee in the case of Louisa Kolb, Incompetent now pending in said Court.

NOW the Condition of this Obligation is such, that if the above bounden C. Francis Kolb and V. Mildred Kolb do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered
in the presence of

Matthew S. Evans

M. J. Milbourne

(Corporate Seal)

C. Francis Kolb (SEAL)

Virginia Mildred Kolb (SEAL)

GLENS FALLS INDEMNITY COMPANY

By L. E. King (SEAL)

Attorney.

Approved August 18, 1948.

John H. Hopkins, 3rd, Clerk.

Filed August 18, 1948.

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of C. Francis Kolb and Virginia Mildred Kolb, Committee for Louisa Kolb, by Matthew S. Evans, their Solicitor, respectfully represents.

1. That your Petitioners were appointed Committee for Louisa Kolb by Order of this Court dated 27 January, 1948.

2. That your Petitioners have filed a corporate bond in the amount of Thirty Thousand Dollars ($30,000), which has been approved by the Clerk of this Court.

3. That Louisa Kolb was placed in the Laurel Sanitarium, Prince George County, upon the advice of her physicians, in October 1947.

4. That the monthly charge of the Laurel Sanitarium for her care is One Hundred and Seventy-five Dollars ($175.00).

5. That your Petitioners have paid the monthly charges of the Laurwl Sanitarium from October 1947 through August 1948, out of their personal funds.

WHEREFORE, your Petitioners pray this Honorable Court to pass an order authorizing them to reimburse themselves from the estate of Louisa Kolb for money expended in her behalf, and further order that they be allowed to expend One Hundred and Seventy-five Dollars ($175.00) per month for the future care of Louisa Kolb at Laurel Sanitarium, and an additional amount for her clothing and other incidentals.

AND, AS IN DUTY BOUND.

Matther S. Evans,

Solicitor for Petitioners

O R D E R

Upon the aforegoing Petition it is this 20th day of August, 1948, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that C. Francis Kolb and Virginia Mildred Kolb, Committee for Louisa Kolb be, and are hereby authorized to reimburse themselves from the estate of the said Louisa Kolb, in the amount of Nineteen Hundred and Twenty-five Dollars, ($1925.00), for money expended for her care.

And it is further ORDERED that the said Committee be, and is hereby authorized to expend the sum of One Hundred and Seventy-five Dollars ($175.00) per month from the said estate for the care of Louisa Kolb at Laurel Sanitarium,

And it is further ORDERED that the said Committee be, and is hereby authorized to expend an additional amount not to exceed Ten Dollars ($10.00) per month for clothing and other incidentals needed by the said Louisa Kolb.

Marvin I. Anderson,

Judge.

Filed August 20, 1950.

P E T I T I O N .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Matthew S. Evans respectfully represents:

1. That your Petitioner has not received compensation for any services rendered as herein set forth.

2. That in the latter part of 1947 C. Francis Kolb engaged the services of your Petitioner to prepare and present to the Court the necessary legal papers for the appointment of a Committee for Louisa Kolb.

3. That your Petitioner had numerous conferences with various members of the family of Louisa Kolb prior to the preparing and filing of the petition in these proceedings.

4. That an order was passed by this Court on 27 January, 1948, appointing C. Francis Kolb and Virginia Mildred Kolb Committee for Louisa Kolb, Incompetent.

5. That your Petitioner has been assisting in advising the Committee in the handling of affairs of Louisa Kolb, incompetent.

WHEREFORE, your Petitioner prays this Honorable Court to pass an order allowing him compensation for legal services rendered as set forth in the foregoing Petition as may to this Court seem right and proper.

AND, as in duty bound, etc.

Matthew S. Evans,

Petitioner.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss:

I HEREBY CERTIFY THAT, on this 8th day of December, 1948, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MATTHEW S. EVANS, the within Petitioner, 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.

Viola J. Brown,

(Notarial Seal)

Notary Public

We, the undersigned members of the Anne Arundel County Bar Association, do hereby certify that we have read the foregoing Petition, and in our opinion a fee of One hundred and fifty ($150.00) Dollars for the legal services rendered as therein set forth is fair and reasonable.

George E. Rullman

Marvin I Anderson

William W. Townshend, Jr.,

O R D E R .

Upon the foregoing Petition, Affidavit and Certificate of the members of the Anne Arundel County Bar Association, it is this 22nd day of December 1948, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that C. Francis Kolb and Virginia Mildred Kolb, Committee of the person and estate of Louisa Kolb, be, and they are hereby authorized and directed to pay unto Matthew S. Evans, the Petitioner, the sum of One Hundred and Fifty Dollars, as compensation for services rendered.

Benjamin Michaelson,

Judge.

Filed 22 December, 1948

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of C. Francis Kolb and Virginia Mildred Kolb, Committess for Louisa Kolb, respectfully represents:

1. That your petitioners were appointed Committee for Louisa Kolb by order of this Court dated 27 January 1948.

2. That a bond in the amount of Thirty Thousand Dollars ($30,000) was filed by your petitioners on 18 August 1948.

3. That through inadvertence an inventory of the assets of the estate of Louisa Kolb as of the time of your petitioners' appointment was not filed.

WHEREFORE, your petitioners pray the permission of this Court to file an inventory

of said estate nuno pro tunc.

C. Francis Kolb
Virginia Mildred Kolb,
Petitioners.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL; SS:

I HEREBY CERTIFY that on this 23" day of June, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C.FRANCIS KOLB and VIRGINIA MILDRED KOLB, Committee for Louisa Kolb, and made oath in due form of law that the matters and facts in the foregoing Petition are true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Viola J. Brown,
Notary Public.

(NOTARIAL SEAL)

O R D E R .

Upon the foregoing Petition and Affidavit it is, this 23rd day of June, 1949, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that C. Francis Kolb and Virginia Mildred Kolb, Committee, be, and they are hereby, AUTHORIZED and DIRECTED to file the attached inventory of the estate of Louisa Kolb, nunc pro tunc as of the time of their appointment.

Benjamin Michaelson,
Judge.

Filed June 23, 1949

INVENTORY OF THE ESTATE OF LOUISA KOLB, INCOMPETENT.

Eutaw Savings Bank of Baltimore, Acct. #30527 F-K	$ 10,038.17
Central Savings Bank of Balto. Acct.#35 A-K	5,160.16
The Savings Bank of Balto. Acct. #81981 E-K	10,037.40
First National Bank, Baltimore, Md., Acct. #13694	4,037.00
	$ 29,272.73
U. S. Savings Bonds, Series E:	
No. L 10444170E $50.00,Mat. Mar. 1952	50.00
" L 10445670E $50.00 " April 1952	50.00
" C 12123379E $100.00,Mat.May 1952	100.00
" L 10449753E $50.00,Mat May 1952	50.00
" L 11758470 E $50.00, Mat. June 1952	50.00
" C 14218786E $100.00,Mat. July 1952	100.00
" C 18336761E $100.00,Mat. Aug. 1952	100.00
" C 21578915E, $100.00 Mat. Oct.1952	100.00
" C 34803212E $100.00,Mat. Apr. 1953	100.00
" C 38111549E $100.00.Mat. May 1953	100.00
" L 98428200E, $50.00 ,Mat. June 1954	50.00
" C 85782557E $100.00,Mat. July 1954	100.00
" C 90727474E, $100.00, Mat. Oct. 1954	100.00
" L 10787[illegible]450E $50.00, Mat. Oct. 1954	50.00
" C 104658323E $100.00 Mat. April 1955	100.00
" L 128818948E $50.00 Mat. April, 1955	50.00

No. C41332633E,	$100.00,	Mat. June 1953	100.00
" C42256391E,	$100.00	Mat. July 1953	100.00
" L48524588E,	$50.00,	Mat. July 1953	50.00
" C49888564E,	$100.00.	Mat. Sept. 1953	100.00
" C72785123E,	$100.00,	Mat. Feb. 1954	100.00
" C64993545E	$100.00	Mat. April 1954	100.00
" L91226863E	$50.00	Mat. April 1954	50.00
			1850.00

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss:

I HEREBY CERTIFY that on this 23" day of June, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. FRANCIS KOLB and VIRGINIA MILDRED KOLB, Committee for Louisa Kolb, and made oath in due form of law that the foregoing is a true and correct inventory of the estate of Louisa Kolb that came into their hands as of the date of their appointment as Committee of Louisa Kolb, Incompetent, on January 1, 1948.

WITNESS my hand and Notarial Seal.

Viola J. Brown,

(Notarial Seal) Notary Public.

Filed June 23", 1949.

1st. REPORT UNDER RULE 20

To The Honorable, the Judges of said Court:

The Report of C. Francis Kolb and Virginia Mildred Kolb respectfully shows:

FIRST: That the TRUST ESTATE now consists of the following property:

A REAL ESTATE

Location - Assessed value for taxes -

- - - - - -

B LEASEHOLD

Location - Assessed value for taxes -

- - - - - - -

C MORTGAGES

Location of Property - Amt. of Mortgage - Mortgagor's Name -

- - - - - - - -

D BONDS

Name of Obligor	No. of Bonds	Amount of bonds	Maturity of Bonds
United States Savings Bonds, Series E.	L 19444170E	50.00	March 1952
" "	L 10445670E	50.00	April 1952
" "	C 12123379E	100.00	May 1952
" "	L 10449753E	50.00	May 1952
" "	L 11758470E	50.00	June 1952
" "	C 14218786E	100.00	July 1952
" "	C 18336761E	100.00	Aug. 1952
" "	C 21578915E	100.00	Oct. 1952
" "	C 34803212E	100.00	April 1953
" "	C 38111549E	100.00	May 1953
" "	L 98428200E	50.00	June 1954
" "	C 85782557E	100.00	July 1954

United States Savings Bonds, Series E		C 90727474E	100.00	Oct. 1954
"	"	L 107871450E	50.00	Oct. 1954
"	"	C 104658323E	100.00	April 1955
"	"	L 128818948E	50.00	April 1955
"	"	C 41332633E	100.00	June 1953
"	"	C 42256391E	100.00	July 1953
"	"	L 4852488E	50.00	July 1953
"	"	C 49888564E	100.00	Sept. 1953
"	"	C 72785123E	100.00	Feb. 1954
"	"	C64993545E	100.00	April 1954
"	"	L 91226863E	50.00	April 1954
			1850.00	

E — STOCKS

No. and Class of shares - Name of Company - Certificate Nos. - Par Value - Date of Certificate -

F — CHATTELS

G — CASH $27063.25

No. Book				
E-K 81981	DEPOSITED IN	The Savings Bank of Baltimore	10239.00	BANK
A-K 35	"	" Central Savings Bank of Baltimore	5263.86	"
F-K 30527	"	" Eutaw Savings Bank of Baltimore	10239.87	"
Checking Acct.		County Trust Co., Annapolis, Md.	1320.42	

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	Expenses	DEBITS NET AMOUNT RECEIVED
Corpus Cash Balance		As per Last Report.	-	$ 29272.73
			Total Net Receipts	$

B — EXPENDITURES PURCHASES, Etc. — Credits.

Date of Order of Court authorizing purchase	Purchase price	Expenses	Gross amount paid
Overpayment of income as shown in Schedule E and charged against corpus as per Court Order dated 20 August 1948			$ 2209.48
		Total Gross Expenditures	2209.48
		Total Corpus Cash Balance as per this report	$ 27063.25

MEMORANDUM OF INCOME

THIRD. That since Committee was appointed on 27 January 1948 the last annual report, the Trustee has received income of said Trust estate to the amount of $ 527.27

Cash Balance As Per Last Report

TOTAL GROSS INCOME $

and during that time ha made payments aggregating -OPERATING EXPENSES $ 2736.75

Leaving a deficit which has been paid from principal 2209.48

which he ha_ paid over to as per order of Court dated 20 August 1948

LEAVING INCOME UNDISTRIBUTED THIS DATE 34.00

as will appear from the Receipts and Vouchers which will be exhibited to one of the Auditors or Masters of this Court when required.

C. Francis Kolb

Virginia Mildred Kolb

Committee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28" day of May 1949, personally appeared before me, C. Francis Kolb and Virginia Mildred Kolb and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

Viola J. Brown,

(Notarial Seal) 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 Inventory of the said estate filed the twenty-third day of June 1949, by said Committee.

Laura R. Jickling, Auditor

of Circuit Court for Anne Arundel County.

EX PARTE IN THE MATTER OF LOUISA KOLB. #9335 - Equity

EXPENSES

5/7/48	Fred E. Voges - bond	$ 160.00	
8/26/48	C.Francis Kolb & Virginia Mildred Kolb,Com	1701.75	
9/1/48	Laurel Sanitarium	175.00	
10/1/48	" "	175.00	
11/1/48	" "	175.00	
12/1/48	" "	175.00	
1/1/49	" "	175.00	2736.75

Filed May 31, 1949

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 1st day of June, 1949, that the Report and Account of C. Francis Kalb and Virginia Mildred Kolb, Committee be referred to Laura R. Jickling, Auditor, for examination under Equity Rule 20 of this Court.

Benjamin Michaelson

Judge.

Filed June 1, 1949

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 ahd verified the report of the Committee 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 $4.00 for her services in examining and veritying this Report.

June 24, 1949.

Respectfully Submitted,

Laura R. Jickling, Auditor.

Filed June 24, 1949

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 24th day of June, 1949, that the aforegoing report of the Committee be and the same is hereby finally ratified and confirmed.

Benjamin Michaelson,

Judge.

Filed June 24, 1949.

2nd.REPORT UNDER RULE 20.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of C. Francis Kolb and Virginia Mildred Kolb, Committee, respectfully shows:

FIRST: That the TRUST ESTATE now consists of the following property.

A REAL ESTATE

Location Assessed value for taxes -

. . . . . .

B LEASEHOLD

Location Assessed value for taxes -

. . . . . .

C MORTGAGES

Location of property am't of mortgage Mortgagor's Name

. . . . . .

D BONDS

Name of Obligor	No. of Bonds	Amount of Bonds	Maturity of Bonds.
U.S.Savings Bonds, Series E	L 10444170E	50.00	March 1952
"	L 10445670E	50.00	April 1952
"	C 12123379E	100.00	May 1952
"	L 10449753E	50.00	May 1952
"	L 11758470E	50.00	June 1952
"	C 14218786E	100.00	July 1952
"	C 18336761E	100.00	Aug. 1952
"	C 21578915E	100.00	Oct. 1952
"	C 34803212E	100.00	April 1953
"	C 38111549E	100.00	May 1953
"	L98428200E	50.00	June 1954
"	C 85782557E	100.00	July 1954
"	C 90727474E	100.00	Oct. 1954
"	L 107871450E	50.00	Oct. 1954
"	C 104658323E	100.00	April 1955
"	L 128818948E	50.00	April 1955
"	C 41332633E	100.00	June 1953
"	C 42256391E	100.00	July 1953

J.H.H. No. 68 Equity

U.S.Savings Bonds, Series E (con).	L 48524588E	50.00	July 1953
"	C 49888504E	100.00	Sept. 1953
"	C 72785123E	100.00	Feb. 1954
"	C 64993545E	100.00	April 1954
"	L 91226863E	50.00	April 1954
		1,850.00	

E STOCKS

No. and Class of shares	Name of Company	Certificate Nos.	Par Value	Date of Certificate
-	-	-	-	-

F CHATTELS None

G CASH $26,152.81

No. BOOK				
EK-81981	DEPOSITED IN Savings Bank of Baltimore		$10,444.85	BANK
AK-35	"	" Central Savings Bank of Baltimore,	3,881.19	"
FK-30527	"	" Eutaw Savings Bank of Baltimore	10,445.62	"
	"	" Checking Account,County Trust Co., Annapolis,	1,381.15	"

SECOND: That since the last report was filed, there have been the following changes made 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 Expended
Corpus cash balance as per last report			$27,063.25

B EXPENDITURES -PURCHASES, Etc. Credits

Date of Order of Court Authorizing Purchase	Purchase Price	Expenses	Gross Amount paid
Over payment of income as shown in Schedule as E and charging against corpus as per Court order,dated 20 August 1948		$910.44	
Total Gross Expenditures			$ 910.44
Total Corpus cash balance as per this Report			26,152.81

E X P E N S E S

1/27/49	Matthew S. Evans - fee per order of this Court,dated 22December 1948	$ 150.00
2/1/49	Laurel Sanitarium	175.00
3/1/49	Laurel Sanitarium	175.00
4/1/49	Laurel Sanitarium	175.00
4/21/49	Fred E. Voges, Bond	160.00
5/1/49	Laurel Sanitarium	175.00
6/1/49	Laurel Sanitarium	175.00
6/16/49	John H. Hopkins,III,Clerk-Court costs this case No. 9335- Equity	21.85
6/30/49	County Trust Company, service charge on checking account	.42
8/1/49	Miss Laura Jickling,Court Auditor- To examining and verifying Committee's annual report under Equity Rule 20 for the year 1948,No. 9335 Equity	4.00
11/3/49	Prince George Hospital, X-Ray of Louisa Kolb	8.00
11/10/49	Laufel Sanitarium	175.00

12/3/49 Robert S. McCeney, M. D., Professional services renderee to Louisa Kolb 45.00 $1,439.27

The Johns Hopkins Hospital has agreed to pay one-half of the month of charges for Louisa Kolb at Laurel Sanitarium.

Due to an oversight on the part of the Hospital, the Committee paid for seven months during 1949 and during 1950 the Hospital will pay for seven months and the Committee five months.

MEMORANDUM OF INCOME.

THIRD: That since the last annual report, the Committee has received income of said Trust estate to the amount of $528.83

CASH BALANCE AS PER LAST REPORT _____

TOTAL GROSS INCOME $_____

and during that time has made payments, aggregating-OPERATING EXPENSES $1439.27

Leaving a deficit of the ESTSTE $ 910.44

which has been paid from principal as per order of court dated 20 August, 1948.

Leaving an income undistributed this date $ 85.00

Being accrued interest on U. S. of America Treasury 2½% E Bonds as will appear from the RECEIPTS and VOUCHERS which will be exhibited to one of the AUDITORS or MASTERS of this COURT when required.

C. Francis Kolb

Virginia Mildred Kolb,

Committee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this eleventh day of May, 1950 personally appeared before me C. Francis Kolb and Virginia Mildred Kolb, and made oath in due form of law that the matters and facts stated in the foregoing report are true as there set forth.

(Notarial Seal) Viola Brown , N.P.

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 Committee filed the thirty-first day of May, 1949.

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 11th day of May, 1950, that the Report and Account of C. Francis Kolb and Virginia Mildred Kolb be referred to Miss Laura Jickling, Auditor, for examination under Equity Rule 20 of this Court.

Benjamin Michaelson.

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 Committee 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 $4.00 for her services in examining and verifying this report.

May 15, 1950.

Respectfully submitted,

Laura R. Jickling.

Auditor.

FINAL ORDER.

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 15th day of May, 1950, that the aforegoing report of the Committee be and the same is hereby finally ratified and confirmed.

Benjamin Michaelson,

Judge.

Report under Rule 20	Filed May 11, 1950
Order of referemce	May 11, 1950
Report of Auditor	May 15, 1950
Final Order	May 15, 1950

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1. Walter Queen,	
2. John H. Thomas	
3. Samuel Thomas & Charlotte, his wife.	NO. 9660 Equity
4,a-Joseph Miles (Jr.) & Martha his wife,	
b-Louise Webb, widow,	
5,a-Mary Simms & William her husband, b-Edward Parker, and c-Lillian Parker.	In the
6. Benjamin Thomas,	Circuit Court for
7. Margaret Peters & Albert her husband, and	
8. Rosie Thomas,	Anne Arundel County
PLAINTIFFS.	
VS	
Margaret Queen, wife of Walter Queen, last known residence 42 Clay Street, Annapolis, Maryland.	
Benjamin Henson, a non-resident, last known address Washington, D. C.,if living, and/or the unknown heirs of Benjamin Henson, if he be dead, and	
John Wayne, an infant, 27 College Creek Terrace, Annapolis, Maryland	
DEFENDANTS.	

BILL OF COMPLAINT.

To the Honorable, the Judge of the said Court.

The bill of complaint of the above named plaintiffs, by John D. Strahorn, their Solicitor, respectfully shows:

1. That Margaret Thomas, late of Anne Arundel County, Maryland, departed this life intestate on the 30th day of July, 1936, seized and possessed in fee simple of a tract of land in the Second Election District of said county, known as Lot No. 34, shown

on plat of property of Henry B..Myers, conveyed to her by James W. Dorsey, Jr., and wife by their deed bearing date the 21st day of March, 1925, certified copy of which said deed recorded April 28, 1925, in Liber W. N. W. 83, folio 485, is filed herewith as a part of this bill of complaint, and marked" Complainants' Exhibit No. 1," See also certified copy of deed dated April 17, 1922, to Winson G. Gott, Trustee, recorded W. N. W. No 56, folio 34, referred to in said Exhibit 1, and filed herewith by certified copy thereof and as a further part of this bill of complaint, and marked" Complainants' Exhibit No. 2".

2. That the said Margaret Thomas left surviving her, as her only heirs at law, her husband, Thomas Thomas, who remained a widower, and died intestate in Anne Arundel County February 23, 1941 (the said husband and wife, being herein termed decedents), and the following children, and /or their Decendants, to wit:

(1) Henriette Thomas, a daughter who died intestate in Anne Arundel County, August 14, 1948, leaving a son, Walter Queen, as her only heir; (2) John H. Thomas a son; (3) Samuel Thomas, a son; (4) Joseph Miles, Jr., Benjamin Henson and Lottie Webb, children of Mary Miles a daughter of said decedents who died a widow and intestate in said county, prior to both of her said parents; (5) Mildred Parker a grandchild of said decedents, who died in said county intestate in 1939, leaving a daughter Joan Wayne, an infant living in Annapolis as her only heir, and Mary Simms, John E.Parker and Lillian Parker, grandchild and and children respectively of Estelle Parker, a daughter of said decedents; who died intestate in Annapolis, in 1935, prior to the death of both her said parents (6) Benjamin Thomas, a son; (7) Margaret Peters, a daughter, wife of Albert Peters, and (8) Rosie Thomas a daughter, unmarried.

3. That your complainants have entered into an agreement of sale and purchase for the the said property mentioned in paragraph 1 hereof, with Robert S. Isaacs and Louise Isaacs his wife dated the 10th day of February, 1949, at and for the sum of Three Thousand Dollars ($3,000.00), cash; which your complainants believe and therefore aver is a fair and reasonable price for the said real estate; andthey believe it would be for the best interests of the said infantandthe said other defendants that the said agreement be ratified by this Honorable Court, and the said purchase price brought into Court for distribution; and your complainants file herewith and as a further part hereof, an original of the said agreementt, marked "Complainants" Exhibit No. 3," That the sum of $250.00 has been paid on Account of the said purchase price.

4. That the said real estate is not susceptible of partition without material loss and injury to the parties entitled thereto.

5. That it is not known whether said Benjamin Henson one of the defendants is living or dead he last having been heard of in Washington, D. C. his address there being unknown. That the said Margaret Queen, when last heard of by the complainants was a resident of Annapolis, Maryland, that the said infant Joan Wayne resides in Annapolis, Maryland..

To The End, THEREFORE:

1. That a decree may be passed herein by this Honorable Court for a sale of the said real estate as so contracted to be sold and purchased under said Exhibit No..3.

2. That the said option and agreement be ratified and confirmed by this Honorable Court, and a Trustee appointed herein for the purpose of consumating the said sale and transferring title to the said real estate, including the interest and estate therein of the said infant, and all other parties to this proceeding having any interest therein, to the said purchasers, Robert S. Isaacs and Louise Isaacs, his wife, upon payment by them of the balance of the said purchase price..

3. That the proceeds of such sale be brought into Court for distribution, in accordance with the rights of the respective parties shown to be entitled thereto, after the payment of all proprcharges herein.

4. That your complainats may have such other and further relief in the premises as their

cause and equity may require. - May It Please Your Honors, to grant unto your complainants the w writ of subpoena , directed to the said Joan Wayne, infant and the said Margaret Queen, if she be found in this Jurisdiction, together with anc Order of Publication, directed to the said Banjamin Henson, if he be alive, and/or to the unknown heirs of the said Benjamin Henson, if he be alive, and/or to the unknown geirs of the said Banjamin Henson, commanding them and each of them to be and appear ~~appear~~ in this Court, in person or by solicitor, on or before a day to be named therein, and show cause if any they or any of them may have, why a decree should not be passed as herein prayed.
And as in duty bound, etc..

John S. Strahorn
John S. Strahorn
Solicitor for Complainants
160 South Street, Annapolis, Maryland.

State of New Jersey.
County of Monmouth, Sct:

I Hereby certify, that on this 18th day of March,, in the year 1949, before me, the subscriber, an Attorney at Law of the said State of New Jersey, in and for the said County of Monmouth, personally appeared Rosie Thomas, one of the Complainants in the within bill of Complaint, and made oath in due form of law, that the matters and facts set out and alleged in the said bill of Complaint, signed by John S. Strahorn, Solicitor, are true, as therein stated, to the best of of her knowledge information and belief.

WITNESS my hand and Seal.

(No Seal)

Ira J. Katchen
Attorney at Law of the State of New Jersey.

Filed March 21, 1949.

COMPLAINANT'S EXHIBIT L. EXAMS EXH, "A"

(Int Rev. Stamp $1.00

D E E D

THIS DEED, Made this 21st day of March, 1925, by and between James W. Dorsey, Jr., and Annie L. Dorsey, his wife, parties of the first part, and Margaret Thomas, party of the second part, of Anne Arundel County, Maryland, Witnesseth:

That for and in consideration of the sum of Five dollars ($5.00) and other good and valuable considerations, paid by the said party of the second part, to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee-simple, for her sole and separate use and free of all the right of her husband, Thomas Thomas..

ALL that lot of ground situate at Parole, in the Second Election District of Anne Arundel County, Maryland, designated as Lot No. 34, on a plat of certain land of Henry B. Myers, recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, folio 17, now series 1, folio 20, and described as follows:-

BEGINNING for the same at a point in the northwest side of Parole Street, said point being the intersection of said Lot No. 34, and Lot No. 35 on said plat, and running with the said side of said Street, southwesterly, 30 feet to the line of No. 33 on said plat; thence leaving said Street and running northwesterly and with the divisional line between said lots Nos. 33 and 34, 165 feet to the outline of said tract; thence running northeasterly, and with said outline, 30 feet, more or less, to the line of Lot No. 35 on said plat. thence running southeasterly and with the divisional line between lots Nos. 34 and 35, 165 feet to the said side of Parole Street and the point of beginning.

BEING the lot of ground which was conveyed to the said parties of the first part by the said Margaret Thomas, by deed dated the 5th day of March. 1924, and recorded among the aforesaid Land Records in Liber W. N. W. No. 86, folio 279; and being the lot of ground which was conveyed to the said Margaret Thomas by Winson G. Gott, Trustee, by deed dated April 17, 1922, and recorded among the aforesaid Land Records in Liber W. N. W. No. 56, folio 35, the said Margaret Thomas and her husband, Thomas Thomas, having previously conveyed said lot to the said Winson G. Gott, Trustee, by deed dated April 17, 1922, in special trust that the same be immediately reconveyed to the said Margaret Thomas, in fee simple for her sole ~~sole~~ and separate use and free of all right of her husband the said Thomas. Thomas.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters privileges and appurtenances thereto belonging, or in anywise appeataining

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Margaret Thomas, her heirs and assigns, forever, in fee-simple, for her sole and separate use and to be held by her at all times free of all rights of the said Thomas Thomas, her husband, in and to the same.

WITNESS the hands and seals of the said grantors.

Test: Ruby W. Chaney

James W. Dorsey, Jr., (Seal)

Annie L. Dorsey, (Seal)

STATE of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 28th day of March, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared James W. Dorsey, Jr., and Annie L. Dorsey, his wife, and acknowledged the aforegoing deed to be their act.

Witness my hand and notarial seal.

Ruby W. Chaney

(NOTARIAL SEAL) Notary Public.

Recorded 28 March, 1925, at 9 A.M.

State of Maryland, Anne Arundel County, Sct;

I hereby certify that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 83, folio 485, 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 March, A. D., 1949.

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

Filed March 21", 1949

COMPLAINANT'S EXHIBIT 2. EXAMS. EXH. B- J.D.S.

D E E D .

THIS DEED, made this 17th day of April, 1922, by and between Margaret Thomas and Thomas Thomas, her husband, parties of the first part, and Winson G. Gott, Trustee, as hereinafter mentioned, party of the second part, all of Anne Arundel County, Maryland, Witnesseth:-

That for and in consideration of the sum of One Dollar ($1.00), paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his successors and assigns, in fee simple.

All that lot of ground situate at Parole, in the Second Election District of Anne Arundel County, Maryland, designated as Lot No. 34 on a Plat of certain land of Henry B. Myers, recorded among the Land Records of said County in Plat Book G. W. No. 1, folio 17, now series 1, folio 20, and described as follows:

Beginning for the same at a point in the northwest side of Parole Street, said point being the intersection of said lot No. 34, and lot No. 35, on said plat, and running with the said side of said Street, southwesterly, 30 feet to the line of <u>not</u> No. 33, on said plat; thence leaving said street and running northwesterly and with the divisional line between said lots 33 and 34, 165 feet to the outline of said plat; thence running northeasterly, and with said outline, 30 feet, more or less, to the line of lot No. 35 on said plat; thence running southeasterly and with the divisional line between lots Nos. 34 and 35, 165 feet to the said side of Parole Street and the point of beginning. Being the same property which was conveyed to Joseph D. Moulden and the said Margaret Thomas, as tenants in common, by Henry B. Myers and

wife, by deed dated the 13th day of June, 1913, and recorded among the aforesaid Land Records in Liber G. W. No. 99, folio 274; and also the same property which was conveyed to the said Margaret Thomas by the said Joseph D. Moulden, single, by deed of partition, dated the 15th day of January, 1920 recorded among the aforesaid Land Records in Liber W.N.W. No. 13, folio 26.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Winson G. Gott, Trustee, his successors and assigns, in fee-simple; in special trust and confidence, nevertheless, that he will immediately re-convey the same to the said Margaret Thomas, forever, in fee simple, for her sole and separate use and free of all the right of the said Thomas Thomas, her husband, in and to the same.

Witness the Hands and seals of the said Grantors.

Test: as to Margaret Thomas — Margaret Thomas (Seal)

Thomas O. Gott

Test: as to Thomas Thomas — Thomas X Thomas (his mark) (Seal)

Thomas O. Gott

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 17th day of April, 1922, before me, Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Margaret Thomas and Thomas Thomas, her husband,____ acknowledged the aforegoing Deed to be their act.

Witness my hand and notarial seal,

(NOTARY SEAL) — Thomas O. Gott, Notary Public

Recorded 20th April, 1922 9 A.M.

State of Maryland, Anne Arundel County, Sct.,

I hereby certify that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 56 folio 34, 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 March,A.D., 1949.

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

$1.75 pd.

Filed March 21", 1949

EXAMINER'S EXHIBIT - B -1. DEED

THIS DEED, made this 17th day of April, 1922, by and between Winson G. Gott, Trustee party of the first part, and Margaret Thomas, party of the second part, both of Anne Arundel County, Maryland, Witnesseth:

Whereas, by deed dated the 17th day of April, 1922, Margaret Thomas and Thomas Thomas, her husband, conveyed the property hereinafter mentioned to the said party of the first part, in special trust nevertheless, that the same be immediately re-conveyed to the said Margaret Thomas, in fee-simple, for her sole and separate use and free of all the right of her husband Thomas Thomas, in and to the same.

Now, Therefore, This Deed Witnesseth:- That for and in consideration of the premises and the sum of One Dollar ($1.00) paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part doth hereby grant and convey unto the said Margaret Thomas, her heirs or assigns, in fee simple, for her sole and separate use and free of all the right of her

husband, the said Thomas Thomas.

All that lot of ground situate at Parole, in the Second Election District of Anne Arundel County, Maryland, designated as Lot No. 34 on a plat of certain land of Henry B. Myers, recorded among the Land Records of said County in Plat Book G. W. No. 1, folio 17, now Series 1, Folio 20, and described as follows:

Beginning for the same at a point in the northwest side of Parole Street, said point being the intersection of said lot No. 34 and Lot No. 35 on said Plat, and running with the said side of said Street, Southwesterly 30 feet to the line of lot No. 33 on said plat; thence leaving said Street and running northwesterly and with the divisional line between said lots 33 and 34, 165 feet to the outline of said plat; thence running northeasterly, and with said outline, 30 feet, more or less, to the line of lot No. 35 on said plat; thence running southeasterly and with the divisional line between lots Nos. 34 and 35, 165 feet to the said side of Parole Street and the point of beginning. Being the same property which was conveyed to the said Winson G. Gott, Trustee, as aforesaid, and the same property conveyed to the said Joseph D. Moulden; and the said Margaret Thomas, as tenants in common, by Henry B. Myers and wife, by deed dated the 13th day of June, 1913, recorded among the aforesaid Land Records in Liber G. W. No. 99, folio 274; and also the same property which was conveyed to the said Margaret Thomas by the said Joseph D. Moulden, single, by deed of partition, dated January 15, 1920, recorded among the aforesaid Land Records in Liber W.N.W. No. 13, folio 26.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the said Margaret Thomas, her heirs and assigns, forever, in fee simple, for her sole and separate use and to be held by her at all times free of all rights of the said Thomas Thomas, her husband, in and to the same.

Witness the hands and seals of the said Grantors.

Test: Thomas O. Gott. Winson G. Gott, Trustee,

STATE OF MARYLAND, Anne Arundel County, To Wit:-

I Hereby Certify, that on this 17th day of April, 1922, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Winson G. Gott, Trustee, as aforesaid, and acknowledged the aforegoing deed to be his act.

Witness my hand and notarial seal.

(notary Seal) Thomas O. Gott, Notary Public.

Recorded 30th April, 1922, 9 A.m.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing Deed was duly taken and copied from Liber W.N.W. No. 56, folio 35, etc., one of the Land Record Books of Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 23" day of August A. D., 1949.

John H. Hopkins, 3rd, Clerk.

Filed 21 March, 1949.

COMPLAINANT'S EXHIB. 3 EXAMS. EXHIBIT D AGREEMENT.

THIS AGREEMENT, of sale and purchase, made this tenth day of February, 1949, between

Walter Queen and Margaret Queen, his wife,

John H. Thomas,

Samuel Thomas and Charlotte Thomas, his wife,
Joseph Miles,
Benjamin Henson,
Louise Webb,
William Parker,
Mary Simms and William Simms, her husband,
Edward Parker,
Lillian Parker,
Benjamin Thomas,
Margaret Peters and Albert Peters, her husband, and
Rosie Thomas, ADULTS, and
Joane Wayner, an INFANT.
HEIRS OF Margaret Thomas, late of Anne Arundel County, Maryland, deceased, of the first part, and

Robert S. Isaacs, and Louise Isaacs, his wife, of Anne Arundel County, Maryland, of the second part.

WITNESSETH: that in consideration of the mutual promises of the parties hereto, sellers and purchasers, the said parties of the first part do hereby bargain and sell to the said parties of the second part, and the said parties of the second part do hereby purchase from the said parties of the first part, all their several interests in the real estate hereinafter more particularly described, situate at Parole in the Second Election District of Anne Arundel County, Maryland, and designated as Lot No. 34, on plat of Henry B. Myers, recorded in Plat Book G. W. No. 1, folio 17. BEING the identical property conveyed to the said Margaret Thomas by James W. Dorsey and wife, by their deed dated March 21, 1925, recorded in Liber W.N.W. No. 83, folio 484-6; as her sole and separate property; at and for the price of Three Thousand Dollars ($3,000.00) for the whole property, said sale to be hereafter perfected through the Circuit Court for Anne Arundel County In Equity, of which said sum of $3,000.00 the sum of $250.00 (two hundred and fifty dollars) is to be paid upon the execution and delivery of this contract to John S. Strahorn, Attorney, for the purchasers; the said sum of $250.00 to be held in escrow by Ira J. Katchan, Esq., Attorney, 156 Broadway,Long Branch, New Jersey, until title to the said whole property can be conveyed through the said Equity Court. Taxes and all other proper charges to be adjusted to the day of transfer. Deed therefor to be executed at the purchasers' expense, after the ratification of said sale.

WITNESS the hands and seals of the parties hereto.

Walter Queen (SEAL)

_____ (SEAL)
Margaret Queen

John H. Thomas (SEAL)

Samuel Thomas (SEAL)

Charlotte Thomas (SEAL)

Joseph Miles (SEAL)

_____ (SEAL)
Benjamin Henson

Louise Webb (SEAL)

William Parker (SEAL)

Mrs. Mary Simms (Seal)
William Simms (Seal)
Edward Parker (Seal)
Lillian Parker (Seal)
Benjamin Thomas (Seal)
Margaret Peters (Seal)
Albert B. Peters (Seal)
Rosie Thomas (Seal)
Joan Wayne and (Seal)
Robert S. Isaacs (Seal)
Louie Isaacs (Seal)

Filed March 21", 1949

Petition to re-issue for Defendant, Margaret Queen.

Mr..Clerk:

Please re-issue for defendant, Margaret Queen,, returned " Non Est." to the April Rule Day.

Jno. S. Strahorn,

Plaintiffs' Solicitor.

Filed April 5, 1949

PETITION TO HAVE ORDER OF PUBLICATION.

To the Honorable, the Judge of the said Court:

The petition of the Plaintiffs herein, by John S. Strahorn, their Solicitor, respectfully shows:

That, as will appear by reference to the proceedings herein, Margaret Queen, a resident defendant, has been twice returned " Non Est ", and they therefore respectfully pray the Court to pass an order herein and hereon, directing the Order of Publication to be issued herein against her; to the end, that she may, along with the non-resident defendant, Benjamin Henson, be notified of the pendency of these proceedings in accordance with the law and the practice touching said matters.

And they will ever pray, etc.,

Jno. S. Strahorn,

Filed May 6th, 1949 Solicitor for the Plaintiff.

O R D E R .

ORDERED, this 7th day of May, 1949, by the Circuit Court for Anne Arundel County, IN EQUITY, and by the authority thereof, on the foregoing petition of the plaintiffs herein, that the order of publication issue herein as prayed.

Benjamin Michaelson,

Judge.

Filed May 7th, 1949.

ORDER OF PUBLICATION

JOHN S. STRAHORN, SOLICITOR
Box 254, Annapolis, Md.

Walter Queen, et al Plaintiffs,
vs
Margaret Queen, Benjamin Henson and Joan Wayne. Defendants

No. 9660 Equity
in the
Circuit Court for Anne Arundel Co.,

ORDER OF PUBLICATION

The object of this suit is to obtain a decree authorizing and ratifying a private sale of real estate owned by Margaret Thomas at or near Camp Parole at the time of her death in 1936.

The bill states: That Margaret Thomas died, intestate, July 30, 1936, owning Lot No. 34 on Plat of Henry B. Myers property in the 2nd District of Anne Arundel County, cinveyed to her by James W. Dorsey and wife, by deed ~~dated~~ April 28, 1925, recorded W.N.W. 83, page 485; that she left as her heirs, her husband who did not remarry and died intestate in 1941; a daughter Henrietta Thomas, who died in 1948, leaving the said Walter Queen as her only heir, who is married to the said Margaret Queen; John H. and Samuel Thomas, sons; Joseph Miles,Jr., Benjamin Benson and Lottie Webb, children of her daughter Mary Miles who predeceased her said parents; Mildred Parker, who died in 1939, leaving one child as her heir, an infant Joan Wayne; and Mary Simms, John E. Parker and Lillian Parker, heirs of Estella Parker, a daughter of said Margaret Thomas and husband who predeceased her parents; and three other children Benjamin Thomas, Margaret Peters and Rosie Thomas. That all said heirs except Margaret Queen, Benjamin Benson and Joan Wayne have executed an agreement to sell said property to Robert S . Isaacs and wife, for the sum of $3,000., which they allege is a fair and reasonable price therefor, and that it would be for the best interests of said infant,Joan Wayne, and the other defendants that the said sale be ratified by the Court, and which agreement is filed as a part of the bill of complaint.

That said real estate is not susceptible of division in kind, and that the said Benjamin Benson was last known to be living in Washington, D. C. The bill prays that a decree for said sale be passed by the Court (either in person or by solicitor,) that the said contract be ratified; that a trustee be appointed to consummate said sale by the conveyance of the interests of all parties to this cause, and that the proceeds of sale be brought into Court for distribution, and for other relief.

It is thereupon, this 19" day of May, 1949, by the Circuit Court for Anne Arundel County, In Equity, ORDERED, that the complaiants, by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County once in each of four successive weeks before the 25" day of June, 1949, give notice to the said (Margaret Queen)and Benjamin Benson of the object and substance of this bill, warning them to be and appear in this Court either in person or by solicitor, on or before the 11" day of July, 1949, to show cause, if any they have, why a decree should not be passed herein as prayed.

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

John H. Hopkins, 3rd, Clerk.

Filed May 19" 1949.

CERTIFICATE OF PUBLICATION

Annapolis, May 17, 1949

We hereby certify, that the annexed Order of Publication, Eq. #9660 -Walter Queen- 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 25th day of June, 1949. The first insertion being made the 26th day of May, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed July 18", 1949

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER.

To the Honorable, the Judges of said Court:

The Petition of John S. Strahorn, Attorney and Solicitor, respectfully represents:

First: That this Honorable Court has obtained jurisdiction over the infant, Joanne Wynn, defendant,(erroneously named "Joan Wayne" in the Bill of Complaint,) as evidenced by the return of Joseph Alton, Sheriff, and as will appear more fully by reference to these proceedings.

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

WHEREFORE your Petitioner prays that this Honorable Court appoint a guardian ad litem to appear and answer for said infant defendant and suggests that Edw. G. Chaney, Esq., who has no interest whatsoever in this suit be appointed guardian ad litem.

And as in duty bound.

Jno. S. Strahorn

South Street, Annapolis, Maryland.

Filed July 18", 1949

ORDER OF COURT

Upon the aforegoing Petition, it is this 18th day of July, 1949, by the Circuit Court for Anne Arundel County, in Equity, ordered that Edward G. Chaney,Esq., be and he is hereby appointed guardian ad litem for the infant defendant named in the aforegoing Petition, and is hereby directed to appear and file in her behalf.

Benjamin Michaelson,

Judge.

Filed July 18", 1949

CERTIFICATE OF PUBLICATION

The Defendants, Margaret Queen and Benjamin Henson, after Order of Publication duly published, having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication;

It is thereupon this 18th day of July, 1949, 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 defendant.

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

Benjamin Michaelson,

Judge.

Filed July 18, 1949.

ANSWER OF GUARDIAN AD LITEM.

To the Honorable, the Judges of said Court:

The Answer of Joanne Wynn,(erroneously named "Joan Wayne" in the Bill of Complaint) the Infant Defendant named in the Bill of Complaint against her exhibited, by Edward G.Chaney, her duly appointed Guardian ad Litem, respectfully represents unto your Honors:

First: That this Defendant being an Infant under the age of twenty-one years cannot admit or deny the allegations set up in said Bill of Complaint and therefore submits her rights to the protection of this Honorable Court.

And as in duty bound.

Edward G. Chaney,
Townsworth Building, Annapolis, Maryland,
Guardian ad Litem for Joanne Wynn.

Service of Copy hereof admitted this 22 day of July, 1949.

Jno. S. Strahorn,

Attorney for the Plaintiffs.

Filed July 22", 1949.

EXAMS. EX. C D E E D

(.50 Rev. Stamp) #9660 Eq.

THIS DEED made this 5th day of March 1924 by and between Margaret Thomas party of the first part and James W. Dorsey, Jr., and Annie L. Dorsey his wife, parties of the second part of Anne Arundel County, Maryland.

Witnesseth: That for and in consideration of the sum of Five dollars ($5.00) and other good and valuable considerations paid by the said parties of the second part to the said party of the first part the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said parties of the second part as tenants by the entireties their heirs or assigns.

All that lot of ground situate at Parole in the Second Election District of Anne Arundel County, Maryland designated as Lot No. 34 on a plat of certain land of Henry B. Myers recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1 folio 17, now Series 1, folio 20, and described as follows:

Beginning for the same at a point in the northwest side of Parole Street said point being the intersection of said lot No. 34 and lot No. 35, on said plat, and running with the said side of said Street Southwesterly 30 feet to the line of Lot No. 33 on said plat, thence leaving said street and running northwesterly and with the divisional line between said lots Nos. 33 and 34, 165 feet to the outline of said plat, thence running northeasterly and with said outline 30 feet more or less to the line of Lot No. 35 on said plat; thence running southeasterly and with the divisional line between lots Nos. 34 and 35, 165 feet to the said side of Parole Street and the point of beginning.

Being the same property which was conveyed to the said Margaret Thomas by Winson G. Gott, Trustee by deed dated April 17, 1922 recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 56 folio 35; the said Margaret Thomas and her husband Thomas Thomas having previously conveyed said property to the said Winson G. Gott, Trustee, by deed dated April 17, 1922, in special trust that the same be immediately reconveyed to the saud Margaret Thomas in fee simple, for her sole and separate use and free of all the right of her husband the said Thomas Thomas.

Together with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining. To Have and To Hold the above described property unto and to the proper use and benefit of the said parties of the second part as tenants by the entireties their heirs or assigns, forever in fee simple.

And the said party of the first part hereby covenants that she 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 hand and seal of the said grantor.

Test: Thomas G. Gott Margaret Thomas (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 5th day of March, 1924 before me, the subscriber,

a Notary Public of the State of Maryland, in and for the County aforesaid,personally appeared Margaret Thomas and acknowledged the aforegoing deed to be her act.

(NOTARIAL SEAL) THOMAS O. GOTT

Notary Public

Recorded 7th March, 1924, 3 P.M.

State of Maryland Anne Arundel County, Sct;

I hereby certify that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 86 folio 279, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 12th day of August, A. D. 1949.

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

Filed Aug. 13", 1949

TESTIMONY ON BEHALF OF PLAINTIFFS.

PRESENT:-

Mr. John S. Strahorn, Solicitor for Plaintiffs.

Mr. Edward Chaney, Guardian-ad-Litem.

DeCree Pro Confesso, July 18th, 1949.

Mr. Emanuel Klawans, Examiner.

WITNESSES:-

Mr. Clerk: Please file, Emanuel Klawans, Examiner.

COSTS:

E.K. ----------$8.00

JDS- - - - - - -8.50

Rosie Thomas, one of the Plaintiffs, being first duly swoen, deposes and says:- (Strahorn).

1. Please state your name and residence?

A. Rosie Thomas, 47 Liberty St. Long Branch, N.J.

2. Who was Margaret Thomas?

A. She was my mother.

3. Is she living or dead?

A. She is dead.

4. When and where did your mother, Margaret Thomas, die?

A. My mother died July 30th, 1936 at Parole, Anne Arundel County, Maryland.

5. Who was your father?

A. Thomas Thomas.

6. Is your father living or dead?

A. My father is dead.

7. Did your father die before or after your mother?

A. My father died after my mother.

8. What was the date of your father's death?

A. February 23rd, 1941.

9. Did your mother own any property in Anne Arundel County at the time of her death?

A. The property at Parole, Anne Arundel County, Md.

10. Do you know from whom she got this property?

A. From James Dorsey and wife.

11. In what year, if you know, did your mother get this property from James Dorsey?

A. About 1925.

12. Describe the property at Parole, Md., which you say your mother got from James Dorsey?

A. It is a house and lot.

13. Do you know anything about what development it is in, or was in?

A. I don't.

14. I show you a deed filed with this Bill of Complaint dated 21st of March, 1925,between James W. Dorsey, Jr., and Annie L. Dorsey, his wife, to Margaret Thomas, recorded among the Land Records of Anne Arundel County in Liber WNW 83, folio 485, is that the property you refer to that is mentioned in this deed?

A. Yes, that's the property I have testified about which my mother got from James W. Dorsey Jr., and wife.

°°°Filed as Exam. Exh. A.

Attorney for Plaintiffs also files herewith a prior deed dated April 17th, 1922,between Margaret Thomas and Thomas Thomas, her husband, and Winson G. Gott, Trustee, for the same property described by metes and bounds, in Exhibit A, same now filed as

Exam. Exh. B. Deed from Gott, Trustee, to Margaret Thomas, WNW 56 folio 35, filed as Exam. Exh. B-1.

Further files deed dated March 5th, 1924, between Margaret Thomas and James W. Dorsey, Jr., covering the same property by description set out in Exhibits A and B, this deed being referred to in Exhibit A, now marked

Exam. Exh. C.

15. You have testified your mother died on the 30th day of July, 1936, please state what children, or descendants of children, she left surviving her in July, 1936?

My mother, Margaret Thomas, left the following children, the children of Thomas Thomas, my father:

Henrietta Thomas, my sister, she is dead.

John H. Thomas, divorced, my brother, now living.

Mary Miles, my sister, now dead.

Samuel Thomas, wife, Charlotte Thomas, living.

Estelle Parker, my sister.

Benjamin Thomas, single, my brother,

Margaret Peters, my sister, her husband Albert Peters.

Rosie Thomas, myself, single.

16. I understand some of these brothers and sisters are deceased?

A. Yes.

17. Your oldest sister, Henrietta Thomas, is dead, what, if any heirs did she leave?

A. Henrietta Thomas, left, as her heirs,she died intestate,

Walter Queen, a son, married to Margaret Queen, he lives in Annapolis, his wife, lives at 42 Clay st. when last heard of. Her only heir.

JOHN H. THOMAS is living, , living and is divorced.

Samuel Thomas and Charlotte, his wife, 17 Morris St.

Mary Miles, my sister, is dead, she died in 1933, she)

Mary Miles, my sister is dead, she died a widow in 1933,) was a widow,she died intestate,

She left three children

Joseph Miles, Jr., Parole, Md.

Louise Webb, called Lottie in the Bill.

Benjamin Henson,/lives in Asbury Park. last we knew of Benjamin Henson he lives in Washington, D. C.

Mary Miles died before both my mother and father.

Estella Parker, my sister, is dead, she died in 1934, prior to my mother and father's deaths.

She left five children, and her husband,

------ William Parker, her husband, living,

Mildred Parker, her oldest daughter is dead, she left one child,

JOANNE WYNN, 13 years old.

Mildred Parked died after my mother's death, in 1938.

(Strahorn) As to the 13 year old daughter, your Niece, the daughter of Mildred Parker in the Bill of Complaint is called Joan Wayne, I tell you the Answer filed on behalf of this infant, Joan, states her name as Joanne Wynn, she is the same and only child of your Niece, Mildred Parker?

A. Yes, the same child, by a differenc name or whatever name she is known.

18. In addition to Joan, did your sister Estella Parker leave any other descendants?

A. Yes, Mrs. Mary Simms

John E. Parker

Marvina Parker

Lillian Parker.

19. These, Mrs. Mary Simms, John Edward Parker, Marvina Parker and Lillian Parker, and Joan Wayne (Joanne Wynn) referred to is a Grandchild, of Estella Parker and the others, Mary Simms, John E. Parker, Marvina Parker and Lillian Parker, are children of your sister, Estella Parker?

A. Yes, my Nieces and Nephews.

20 You say your sister, Estella Parker, died in September, 1935, you have mentioned a Marvins Parker who is not mentioned in the Bill of Complaint, is she living or dead?

A. She is dead.

21. How old was she when she died?

A. She was about sisteen years old, she was unmarried, she left no issue and no will.

22. Who is Benjamin Thomas?

A. He is my brother, he is living and is single.

23. Who is Margaret Peters?

A. She is my sister, she is married to Albert Peters, she is living.

24. And you Rosie Thomas, are the youngest?

A. I am the youngest of them all and unmarried.

25. Are the children and grandchildren and the one great grand child whom you have named all the heirs of your mother Margaret Thomas?

A. Yes.

26. I show you an AGREEMENT filed in this case as Exhibit 3, dated the 10th of February,1949,

between Walter Queen and wife, and all the other heirs whom you have mentioned, of Margaret Thomas, except Benjamin Henson and Margaret Queen, and ask you if you know what that agreement is?

A. Yes, that's an Agreement for the sale of this property to Mr. and Mrs. Robert Isaacs.

27. Did you, yourself, see all of these parties sign this agreement?

A. Yes I did.

°°°°°°°Filed as Exam. Exh. D.

28. You are familiar with the purpose of this suit?

A. Yes, to have this Agreement ratified by the Court and the money divided among all those shown to have an interest in it.

29. Can you say that $3,000 the amount mentioned as the sale price for this property is a fair and reasonable price, having in mind the interest particularly of the infant,Joanne Wynn, or by whatever name she is known?

A. Yes.

30. Do you believe the property mentioned in these Exhibits, left by your mother,Margaret Thomas, could be divided up between all of the eight children or their heirs as you have testified to, without material loss and injury?

A. No, I don't, it could not be.

31. Then you think it would be better to have the property sold and the money divided under the jurisdiction of the Court?

A. Yes, I think so, and the rest of them think so,too. I saw every one of them.

32. Did your father, Thomas Thomas, marry again after your mother's death?

A. No.

33. You have testified your father died in 1941, did he leave a last Will and Testament?

A. No.

No. Cross Examination.

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

A. No.

Rosie Thomas.

Sworn to and subscribed before me this 30th day: of August, 1949

Ira J. Katchen,

(No Seal) An Attorney at Law of N. J.

Joseph Miles, a witness of lawful age, being first duly sworn, deposes and saya:

(Strahorn)

1. State your name and residence?

A. Joseph Miles, Parole, Anne Arundel County, Md.

2. Are you the Joseph Miles referred to in the testimony as Joseph Miles, Jr., of your Aunt who just left the stand?

A. Yes I am.

3. Did you hear her testimony taken before the Examiner here this morning?

A. Yes.

4. Did you understand it all?

A. Perfectly.

5. Can you say the Answers given by your Aunt, Rosie Thomas, here today, would be your answers if you were asked the same questions?

A. Yes, the same.

6. Are you satisfied that the Contract offered in evidence for the sale of this real estate left by Margaret Thomas, your Grandmother, for the sum of $3,000 is fair and reasonable, having in mind the only infant, Joanne Wynn, in this case?

A. Yes, I think it is fair.

7. Do you think that the real estate shown in this Agreement and in these Exhibits could be divided into eight or more parts without material loss or injury?

A. No.

8. Or would it be better to have the property sold and the money brought into Court and divided under the jurisdiction of the Court?

A. I don't think it could be divided into eight parts and I believe would be better to sell it and divided the money as requested in these proceedings.

NO CROSS EXAMINATION.

To the general question under the rule the witness says:

A. No.

Joseph Miles.

Albert S. Johnson, a witness of lawful age, being first duly swoen, deposes and says:-(Strahorn).

1. Please state your name, residence and occupation?

A. Albert S. Johnson, 16 McKendree ave., Annapolis, Md.

2. What is your occupation?

A. Retired.

3. What did you formerly do?

A. I am retired now, my former business as general contractor.

4. How long did you work at general contracting business?

A. About ten years.

5. Are you or not familiar with property values in the vicinity of Camp Parole?

A. I would say yes, I am.

6. Are you acquainted with the property once owned by Margaret Thomas at Camp Parole, which is the ground work of this suit, No. 9660 Equity?

A. Yes, I have seen it several times.

7. In this case nearly all of the heirs who are adults,of Margaret Thomas, have entered into a Contract for the sale of this property to Robert S. Isaacs and Louise Isaacs, his wife, which has been filed as Exam. Exh, in these proceedings. Among the heirs of said Margaret Thomas is one, Joanne Wynn or Joan Wayne as she is sometimes called; I direct your attention particularly to this infant who has an interest as an heir in this property, and I tell you further that this Contract with Mr. and Mrs. Isaacs purports to sell this property to them for the sum of $3,000; again calling your attentiob to the interest of the infant,-I ask you, keeping in mind that infant's interest, whether, in your opinion,this property, if sold, for $3,000, would be to the interest and advantage of the parties hereto, but particularly the infant?

A. I think they are getting a good price for it if those having the interests in it

think it should be sold at this time, I think they are getting a good price for it.

8. I ask you to say " yes" or "no" whether it would be to the interest and advantage of the parties to this suit, particularly the infant?

A. Yes.

9. This is based on the fact that your own opinion of the total value of the property is $2500?

A. Yes.

10. I show you the Contract mentioned and tell you that there are from 15 to 20 persons having an interest in this property, do you think it would be possible to divide that property in kind between all these parties having an interest, or do you think it would be better to have it sold and the money divided?

A. It is not possible to divide it up and, therefore, better to have it sold and the money divided under the direction of the Court.

No Cross Examination.

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

A. No.

Albert S. Johnson

Morgan O. Parlett, a witness of lawful age, being first duly sworn, deposes and says:-

(Strahorn)

1. Please state your name and residence?

A. Morgan O. Parlett, 1212 McKinley st., Eastport, Md.

2. What has been your life work throughout the last 20 years?

A. Merchant, and the last 8 years been at The Experimental Station as storekeeper.

3. Have you had your attention called to the property owned by Margaret Thomas at the time of her death?

A. Yes, I have visited the property within the last four or five days.

4. Did you examine it carefully?

A. Yes.

5. Are you prepared to give your own opinion as to what that property is worth today as a whole?

A. Yes.

6 What,in your opinion, is the value of that property today having in mind particularly an infant who has a small interest in it?

A. I think $2500 would be a big price for that property.

7. Do you think it would be to the interest and advantage of this infant to have the property particularly sold for the sum of $3,000 as already contracted for in the contract filed in this case, and the money divided between the parties according to their several interests?

A. I do.

8. I tell you that there are about 15 or 18 parties shown by this suit having an interest in the property, do you think it would be possible to have this property divided up in kind between all of these parties, or do you think it would be better to have it sold and the money divided among the parties ,under the Court's direction.

A. To sell it and divide the money under the Court's direction, it cannot be divided up.

No Cross Examination.

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

A. No.

Morgan O. Parlett.

There being no other witnesses to be examined at this time, and no further testimony, at request of Solicitor for plaintiffs, is now closed, and returned to the Court.

Witness my hand and seal this 31st day of August, 1949.

Emanuel Klawans (Seal)

Examiner.

Filed August 31", 1949

DECREE

This cause standing ready for hearing and being submitted, the Bill of Complaint, Exhibits, Answer and all other proceedings were by the Court read and considered.

It appearing that the sale of the real estate mentioned in these proceedings at and for the price of $3,000 is fair, reasonable and for the best interests of all of the parties plaintiff and defendants, particularly for the best interests of the infant defendant JOANNE WYNN (originally, through error, referred to in these proceedings as Joan Wayne), it is thereupon, this 13th day of September, 1949, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED that the real estate mentioned in the proceedings be sold to ROBERT S. ISAACS and LOUISE ISAACS, his wife, at and for the price of $3,000, with credit given for the deposit of $250.00 already paid on account thereof, and that JOHN S. STRAHORN, ., and EDWARD G. CHANEY 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 $3000., 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 porceed to make the said sale, for cash, provided that payment therefore shall be as follows:

The above deposit of Two hundred fifty dollars ($250.00) shall be paid to the Trustees within five (5) days after filing and approval of the bond aforesaid; the balance to be paid in cash on the final ratification of such sale by this Court; deferred payment not to bear interest unless delay in the ratification be caused by some act on the part of the purchasers.

And as soon as may be convenient after the payment of the aforesaid $250.00 the Trustees shall return to this Court a full and particular account of said sale, with an affidavit of the truth thereof, and of the fairness of such sale annexed. And on ratification of such sale by this Court, and on the payment of the whole purchase money, (and not before) the said Trustees by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchasers the said property, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustees shall bring into this Court the money arising from such sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this

suit, and such commissions to the said 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 Sept. 13", 1949

B O N D

KNOW ALL MEN BY THESE PRESENTS, THAT WE, John S. Strahorn and Edward G. Chaney as principals, 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 Three Thousand and no/100 ($3000.00) 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 21st day of September in the year nineteen hundred and forty-nine.

WHEREAS, the above bounden John S. Strahorn and Edward G. Chaney by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Maryland, have been appointed trustees to sell real estate according to contract of sale filed in Equity No, 9660 mentioned in the proceedings in the case of Walter Queen et al vs Joanne Wynn, an infant et al now pending in said Court.

Now the Conditions of this Obligation is such, that if the above bounden John S. Strahorn and Edward G. Chaney do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full forcce and virtue in law.

Signed, Sealed and delivered in the presence of — Jno. S. Strahorn (Seal)

W. H. Parkinson. — Edward G. Chaney (SEal)

(Corporate Seal)

Patty M. Maddocks. — GLENS FALLS INDEMINTY COMPANY By Fred E. Voges (Seal) Attorney-in-Fact.

Filed & Approved this 22" day of Sept. 1949.

John H. Hopkins, 3rd, Clerk.

(Court Seal)

Filed September 22, 1949

ORDER OF COURT

The undersigned, Trustees in the above entited cause, pursuant to an Order of the Circuit Court for Anne Arundel County, in Equity, passed on the 13th day of September, 1949, hereby give notice to all persons having claims against Margaret Thomas, Thomas Thomas, Henrietta Thomas, Mary Miles, Mildred Parker and Estella Parker, to file their claims,properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before the 30th day of December, 1949.

John S. Strahorn

Edward G. Chaney

Trustees.

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

I HEREBY CERTIFY, that on this 17th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personallt appeared JOHN S. STRAHORN and EDWARD G. CHANEY, Trustees, and each made oath in due form of law that the aforegoing Report of Sale is true and accurate and that all phases of the said Sale are fair and proper.

WITNESS my hand and seal Notarial.

William J. Boehm,

(Notarial Seal) Notary Public

Filed Sept, 24", 1949.

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John S.Strahorn and Edward G. Chaney, Trustees, respectfully shows:

1. That John S. Strahorn and Edward G. Chaney were appointed Trustees to carry out and perform the provisions of a decree passed by this Honorable Court on the 12th day of September, 1949.

2. The said Trustees have filed a bond in the principal sum of $3,000.00 in accordance with the provisions of said decree.

3. That the said Trustees have, by virtue of the executed Contract of Sale filed in these proceedings, sold the property elsewhere in these proceedings specifically referred to, to the purchasers, Robert S. Isaacs and Louisa Isaacs, at and for the price of $3,000.00, and, that the said Trustees are prepared to transfer the title to this property by a good and sufficient deed upon the ratification of the said Sale by this Honorable Court and upon the payment of the full purchase price therefor.

4. That the said Trustees have received the deposit of $250.00 in accordance with the provisions of said decree and that they have deposited the same in a special account subject to the further Order of this Honorable Court.

5. That the said Trustees have made proper arrangements for the immediate obtention of the balance of the $3,000.00 upon the ratification of said Sale by this Honorable Court.

6. That the said Trustees respectfully state that the said Sale Price is fair and proper and they respectfully pray this Honorable Court to ratify the said Sale.

AND as in duty bound, etc.,

Jno. S. Strahorn Trustee,

South Street, Annapolis, Maryland.

Edward G. Chaney, Trustee

Townsworth Building, Annapolis, Maryland.

Filed Oct. 18", 1949

ORDER NISI

ORDERED, this 18" day of October, 1949, That the sale of the property mentioned in these proceedings made and reported by John S. Strahorn and Edward G. Chaney, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19" 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 19" day of November,next.

The report states that the amount of sales to be $3,000.00.

John H. Hopkins, 3rd, Clerk.

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

Filed Oct. 18, 1949

J.H.H. No. 68 Equity

CERTIFICATE OF PUBLICATION

Annapolis, Md. November, 9, 1949.

We hereby certify, that the annexed Order Nisi- Eq. #9660 WALTER QUEEN was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of November, 1949. The first insertion being made the 19th day of October, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 7618. By R. L. Brown.

Filed Dec. 12", 1949

FINAL ORDER

ORDERED BY THE COURT, This 14th day of December, 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 he shall produce vouchers for the Auditor.

Benjamin Michaelson,

A. J.

Filed Dec. 14", 1949.

PETITION OF JOHN S. STRAHORN, FOR COUNSEL FEE.

To the Honorable, the Judge of the said Court:

The petition of John S. Strahorn, Solicitor in Chancery, respectfully shows unto your Honor.

(1) That, beginning on or about the 1st day of January, 1949, your petitioner made extensive examination of the records of this Court in the premises, and then prepared and filed herein on the 21st day of March, 1949, the bill of complaint; and thereafter and until the appointment of the Guardian ad Litem for the infant defendant herein on the 18th day of July, 1949, alone conducted this proceeding, as will more fully appear by reference thereto.

(2) That, as will further appear by reference to these proceedings, the commissions on the $3,000.00 purchase price will be divided equally between the trustees herein.

(3) That he believes and is advised that he is entitled to a further compensation for his said services in this case; to be allowed herein, subject to exceptions.

(4) He, therefore, respectfully prays the Court to pass an order herein, awarding him out of the proceeds of sale, a further compensation for his said services, in addition to the said 1/2 of the usual commissions, to be allowed herein at the time of the statement of the Audit, subject, nevertheless, to all proper exceptions.

Respectfully submitted.

Jno. S. Strahorn.

John S. Strahorn, Solicitor.

State of Maryland, Anne Arundel County, Sct;

I hereby certify, that on this 27th day of October, 1949, before me, the subscriber, a Notary Public of the said State, in and for the said county, personally appeared the above named John S. Strahorn, Solicitor, and made oath in due form of law that the matters and facts set out and alleged in the foregoing petition for counsel fee, are true as

therein stated, to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

William J. Boehm,

(Notarial Seal) Notary Public.

The undersigned, members of the Bar of Anne Arundel County, hereby certify that they have read and considered the above petition of John S. Strahorn, Solicitor, for counsel fee in the within case, and that they consider an additional fee of one hundred twenty-five Dollars fair and reasonable in the premises.

Noah A. Hillman

William W. Townshend, Jr.,

ORDER OF COURT.

ORDERED, This 27th day of October, 1949, by the Circuit Court for Anne Arundel County, In Equity, and by the authority thereof, that the Auditor of this Court, when stating the audit in this case, allow to the said John H. Strahorn in addition to the one half share of the commissions here, a further sum of $125.00 subject, nevertheless, to all proper exceptions.

Benjamin Michaelson,

Judge.

Filed October 27", 1949.

ORDER OF COURT.

The undersigned, Trustees in the above entitled cause, pursuant to an Order of the Circuit Court for Anne Arundel County, in Equity, passed on the 13th day of September, 1949, hereby give notice to all persons having claims against Margaret Thomas, Thomas Thomas, Henrietta Thomas, Mary Miles, Mildred Parker and Estella Parker, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before the 30th day of December, 1949.

John S. Strahorn

Edward G. Chaney,

Trustees

John H. Hopkins, 3rd, Clerk.

True Copy, Test:

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION.

Annapolis, Md., November, 9, 1949.

We hereby certify, that the annexed Notice to Creditors, Walter Queen was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Maryland, once a week for 6 successive weeks before the 30th day of December, 1949. The first insertion being made the 5Th day of September, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

No. MG 3057

Filed Jany. 26", 1950.

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Rosie Thomas, by Ira J. Katchen, her Solicitor, respectfully represents:

1. That the said Rosie Thomas one of the parties to the above entitled proceedings and a

daughter of Margaret Thomas, Deceased, advanced and paid the funeral expenses incurred for the proper burial of the late Henrietta Thomas, Deceased, in the amount of One Hundred Eighty ($180.00) Dollars, a receipt for which payment your Petitioner files herewith and prays to be taken as a part hereof.

2. That further, your Petitioner made two trips to Annapolis, Maryland, from the State of New Jersey, incurring necessary expenses, which two trips were made solely for the benefit of the heirs of the said Margaret Thomas, Deceased, and for the proper presentation to this Honorable Court of matters pertinent to these proceedings. The said expenses incurred, including two round-trips on the railroad, necessary meals, intermediate transportation and incidental expenses were in the amount of fifty ($50.00) dollars.

3. That your petitioner has advanced the total of these funds out-of-pocket to the extent of Two Hundred Thirty ($230.00) Dollars.

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 executions.

AND as in duty bound, etc.

Ira J. Katchen

Solicitor for Petitioner Rosie Thomas.

AFFIDAVIT.

ROSIE THOMAS, being duly sworn on her oath according to law deposes and says that:

1. I am the daughter of Margaret Thomas, deceased, and one of the parties to the above entitled proceedings and am one of the heirs of my mother's estate.

2. I am the petitioner mentioned in the petition to which this affidavit is annexed and the facts stated in said petition are true.

3. I paid the funeral expenses incurred for the proper burial of my sister Henrietta Thomas in the sum of $180.00 and have never been reimbursed for the same by anyone; my sister's son Walter Queen has agreed that I should be paid said sum out of his share.

4. I handled the details of obtaining a customer for the purchase of the property in Parole, Maryland which was owned by my mother, and through the help of my attorney, Ira J. Katchen, ascertained the whereabouts and names of all the necessary parties needed to sign the contract of sale, to wit: heirs of my mother Margaret Thomas, deceased. For that purpose I was obliged to make two trips to Annapolis, Maryland in order to get the signatures of all the heirs on the contract and to obtain the hearing in this cause and present my testimony. The expenses that I incurred, including two round-trips on the railroad from New Jersey to Maryland, necessary meals, intermediate transportation and incidental expenses were in the amount of $50.00.

5. I have therefore advanced the total sum out of my own funds in the amount of $230.00, for which I pray reimbursement.

6. I was responsible for retaining Ira J.Katchen, counsellor at law of Long Branch New Jersey, as attorney for myself and my brothers and sisters of heirs of my deceased mother Margaret Thomas. I know that the said Ira J. Katchen has diligently performed and rendered the services set forth in his affidavit which I have read, and I submit to the Court that I consider his request of $250.00 for his services as reasonable and am willing that the same should be taken out of the fund on hand in this estate and I know that this

is the wish of the other heirs of the estate with whom I have spoken about the fee due Mr. Katchen for his legal services rendered.

Sworn to and subscribed: Rosie Thomas,

Before me this 13th day of January,1950.

Belle Sherman

Notary Public of New Jersey. (NOTARIAL SEAL).

My Commission Expires Sept. 7, 1954.

Ira J. Katchen
Counsellor at Law
156 Broadway, Long Branch, N.J.

January 19, 1950

John S. Strahorn, Esq.,
160 South Street,
Annapolis, Md.

Re: Estate Margaret Thomas.

Dear Mr. Strahorn:

Supplementing my recent letter to you I enclose herewith signature of Walter Queen authorizing payment of $180.00 to be made to Rosie Thomas out of his share of the estate of Margaret Thomas, deceased.

Yours very truly,

IJK:BS Ira J. Katchen

January 14, 1950

Mr. Walter Queen,
c/o Mrs. Mary Simms
19 O'Brien Court, Annapolis, Md.

Re: Estate of Margaret Thomas.

Dear Mr. Queen:

I am writing to you on behalf of your aunt Rosie Thomas with respect to the estate of the late Margaret Thomas from which certain funds will soon be payable for distribution. You are entitled to the share of your mother the late Henrietta Thomas.

However, there is $180.00 due Rosie Thomas for the funeral expenses she paid for the proper burial of your late mother Henrietta Thomas and she should be reimbursed for the same now out of the proceeds of the estate of your grandmother Margaret Thomas so far as your share is concerned.

Will you please confirm to me at the bottom of this letter that you are willing to have the said sum of $180.00 be paid direct to Rosie Thomas out of your distributive share of said fund. If so, sign the bottom of this letter and return the same to me in the enclosed self-addressed envelope.

Yours very truly,

ijk:jf Ira J.Katchen.

I hereby authorize payment of $180.00 to be made to Rosie Thomas out of my share of the Estate of Margaret Thomas, deceased.

WALTER QUEEN.

Walter Queen.

Filed January 26", 1950.

O R D E R

Upon the aforegoing Petition, it is this 26th 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 Rosie Thomas for traveling expenses as a witness herein in the amount of Fifty and 00/100 ($50.00) Dollars from the trust fund herein; and, further, she is hereby directed to allow the claim of Rosie Thomas for reimbursement for payment by her of the funeral expenses of Henrietta Thomas in the amount of One Hundred Eighty and 00/100 ($180.00) Dollars, the said amount to be paid from the share of Walter Queen, son of the deceased Henrietta Thomas, subject to proper exceptions.

Benjamin Michaelson,

Judge.

Filed January 26, 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 1, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr, Walter Queen, et al vs. Margaret Queen, Benjamin Henson and Joanne Wynn,an infant,in ac.

To Trustees for Commissions, viz:	120.00	120.00
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	25.50	
Jos. W. Alton- Sheriff's costs	2.90	
Edward G. Chaney-Guardian ad Litem's fee	4.00	
Emanuel Klawans-Examiner's fee	8.00	
Juliet D.Strahorn-Stenographer	8.50	
Auditor -stating this account	36.00	94.90
To Trustees for Expenses, viz:		
Capital-Gazette Press-order of publication	40.00	
Capital-Gazette Press- notice to creditors	5.00	
Capital-Gazette Press- order nisi (sale	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
Glens Falls Indemnity Co.-bond premium	12.00	
Clerk of Court-certified copies 4 deeds	6.50	
Rosie Thomas-witness's expenses (Order of 1/26/50)	50.00	
John S. Strahorn-fee for legal services (Order of 10/27/49)	125.00	
one-half Federal revenue stamps	1.15	
One-half State revenue stamps	1.15	
William J. Boehm- notary fees	1.00	251.80
To Trustees for Taxes, viz: 1949 State and County Taxes	25.98	25.98

Balance for distribution- $2,507.32

Distributed to the heirs at law of Margaret Thomas, who died 7/30/1936, viz:

1. To Walter Queen, son of Henrietta Thomas, daughter, who died 8/14/48-		
one-eighth	$ 313.42	
LESS Direct inheritance tax	3.13	
	$ 310.29	
Less Amount advanced by Rosie Thomas for funeral expenses of Henrietta Thomas (Order of 1/26/50)	$ 180.00	130.29
2. To John H. Thomas, son -		
One-eighth	$ 313.42	
LESS Direct inheritance tax	3.13	310.29
3. To children of Mary Miles, daughter, who died in 1933, viz:		
A. Joseph Miles, Jr., son- one-twenty-fourth	$ 104.47	
LESS Direct inheritance tax	1.04	103.43
B. Benjamin Henson, son- One-twenty-fourth	$ 104.47	
LESS Direct inheritance tax	1.04	103.43
C. Louise Webb, daughter- One-twenty-fourth	$ 104.48	
LESS Direct inheritance tax	1.04	103.44
4. To Samuel Thomas, son- one-eighth	$ 313.42	
Less Direct inheritance tax	3.13	310.29
5. To children and Descendants of Estelle Parker, who died in 1934, viz:		
A. Mary Simms, daughter- one-thirty-second	$ 78.35	
B. John E. Parker, son- one-thirty-second	$ 78.35	
C. Lillian Parker, daughter- One-thirty second	$ 78.35	
D. Joanne Wynn, grand-daughter, one-thirty-second	$ 78.36	313.41
6. To Benjamin Thomas, son- one-eighth	$ 313.41	
LESS Direct inheritance tax	3.13	310.28
7. To Margaret Peters, daughter- one-eighth	$ 313.41	
LESS Direct inheritance tax	3.13	310.28
8. To Rosie Thomas, daughter- one-eighth	$ 313.41	
LESS Direct inheritance tax	3.13	310.28
To R. Glenn Prout, Register of Wills - total direct inheritance taxes		21.90
To Rosie Thomas-Amount advanced for funeral expenses of Henrietta Thomas		180.00
		2,507.32
		3,000.00

with John S. Strahorn and Edward G. Chaney, Trustees Cr.

1949		
Sept. 13 Proceeds of Sale	3,000.00	3,000.00
		3,000.00

ORDER NISI

ORDERED, This 3rd 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 6th day of March next; Provided a copy of this Ordor be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of March next.

John H. Hopkins, 3rd, Clerk.

Filed 3 February, 1950

CERTIFICATE OF PUBLICATION.

Annapolis, Md. March 1, 1950.

We hereby certify, that the annexed Order Nisi -Eq. #9660-Auditor's Account Walter Queen- 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. 5351 By R. L. Brown

Filed March 4, 1950.

FINAL ORDER..

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 7th 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 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 7 March, 1950.

BESSIE LILLIAN JONES 5088 Jay Street, N. E., Washington, D. C.	:	
CORA N. BISHOP Tracy's Landing, Maryland	:	No. 9939 EQUITY
IVA EVANS Lothian, Maryland	:	IN THE CIRCUIT COURT
WILLIE LOUIS WILSON 4231 Eads Street, N. W., Washington, D. C.	:	FOR
CHARLES RANDALL, an infant, by Iva Evans, his next friend Lothian, Maryland	:	ANNE ARUNDEL COUNTY.
JAMES RANDALL, an infant, by Iva Evans, his next friend Lothian, Maryland	:	
JOSEPH BRACEY, an infant, by Cora Bishop, his next friend Tracey's Landing, Maryland	:	
VS	:	
NETTIE BLAKE nr. Moreland's Esso Station Mt. Zion Lothian, Maryland	:	

JOSEPH BLAKE
c/o Nettie Blake
Lothian, Maryland :

LUCILLE EASTON
Tracy's Landing, Maryland
or Dr. Emily Wilson's Farm,
Lothian, Maryland :

ALBERT EUGENE WISEMAN, an infant
c/o Nettie Blake
Lothian, Maryland. :

HILLARY JOHNNY COATES, an infant
c/o Nettie Blake
Lothian, Maryland :

GEORGE EVERETT FREYE, an infant
c/p Nettie Blake
Lothian, Maryland :

JOSEPH RANDALL
Paris, Calvert County, Maryland. :

:::::::

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

FIRST: That Clarence Blake, late of Anne Arundel County, deceased, was, in his lifetime and at the time of his death, seized and possessed in fee simple absolutely of a tract or parcel of land lying in the Eighth Election District of Anne Arundel County aforesaid, at or near Lothian, Maryland, acquired from Mamie Prout, et al,, by deed dated July 7, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 185, folio 259,a certified copy of which deed is filed herewith and marked "Complainants' Exhibit A."

SECOND: That said tract consists of approximately 165 3/4 acres of land, and is improved by a two-story, frame dwelling, containing 8 rooms, without conveniences, three tobacco barns, one of which was recently erected, and one corn house.

THIRD: That being so seized, the said Clarence Blake departed this life on or about the 6th day of November, 1944, intestate, and left surviving him the following heirs at law, to whom the said land has descended;

A. Nettie Blake, his widow, one of the respondents,who is of full age, and who resides at Lothian, Maryland;

B. Bessie Lillian Jones, one of your orators, a daughter, of full legal age, who has intermarried with James Jones, and who resides at No. 5088 Jay Street,N.E., Washington,D.C.

C. Cora N. Bishop, one of your orators, a daughter, of full legal age, who has intermarried with William Bishop, and who resides at Tracy's Landing, Maryland.

D. Iva Evans, one of your orators, a daughter, of full legal age, who has intermarried with Benjamin Evans, and who resides at Lothian, Maryland.

E. Willie Louis Wilson, one of your orators, the son of Frances Randall, a daughter of the said Clarence Blake, deceased, who died on February 17, 1946, intestate, in Anne Arundel County, Maryland. That said Willie Louis Wilson was born unto the said Frances Randall out of wedlock, is of full legel age, who resides at No. 4231 Eads Street, N. W., Washington,D.C.

F. Charles Randall, one of your orators, the son of Frances Randall, daughter of the said Clarence Blake, deceased, who died on February 17, 1946, intestate, in Anne Arundel County aforesaid. That said Charles Randall is an infant, age five years, who resides at Lothian,Maryland, with Iva Evans, another of your orators.

G. James Randall, one of your orators, the son of Frances Randall, a daughter of the said Clarence Blake, deceased, who died on February 17, 1946, intestate, in Anne Arundel County aforesaid. That said James Randall is an infant, age four years, who resides at Lothian, Maryland, with Iva Evans, another of your orators.

H. Joseph Bracey, one of your orators, the son of Frances Randall, a daughter of the said Clarence Blake, deceased, who died on February 17, 1946, intestate, in Anne Arundel County, Maryland. The said Joseph Bracey was born unto the said Frances Randall out of wedlock, is an infant, age eight years, who resides at Tracy's Landing, Maryland, with Cora Bishop, another of your orators.

I. Joseph Blake, one of the respondents, a son, of full legal age, who has intermarried with Lucille Blake, and who resides at Lothian, Maryland.

J. Lucille Easton, one of the respondents, a daughter, of full legal age, who has intermarried with Howard Easton, and who resides at Tracy's Landing, Maryland.

K. Albert Eugene Wiseman, one of the respondents, the son of Frances Randall, a daughter of the said Clarence Blake, deceased, who died on February 17, 1946, intestate, in Anne Arundel County, Maryland. That said Albert Eugene Wiseman was born unto the said Frances Randall out of wedlock, is an infant, age 20 years, who resides at Lothian, Maryland, with Hettie Blake, another of the respondents.

L. Hillary Johnny Coates, one of the respondents, the son of Frances Randall, a daughter of the said Clarence Blake, deceased, who died on February 17, 1946, intestate, i n Anne Arundel County, Maryland. That said Hillary Johnny Coates was born unto the said Frances Randall, out of wedlock, is an infant, age 11 years, who resides at Lothian, Maryland with Nettie Blake, another of the respondents.

M. George Everett Frye, one of the respondents, the son of Frances Randall, a daughter of the said Clarence Blake, deceased, who died on February 17, 1946, intestate, in Anne Arundel County, Maryland. That said George Everett Frye was born unto the said Frances Randall out of wedlock, is an infant, age six years, who resides at Lothian, Maryland,with Nettie Blake, another of the respondents.

N. Joseph Randall, son of the respondents, the surviving husband of the said Frances Randall, deceased, who died on February 17, 1946, intestate, in Anne Arundel County, Maryland. Said Joseph Randall is of full legal age, who resides at Paris, Calvert County, Maryland.

FOURTH: That neither the said Clarence Blake nor the said Frances Randall was possessed of any personal property at the time of either of their deaths, and letters of administration have not heretofore been obtained on either of their said estates.

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

TO THE END, THEREFORE:

A. That a decree may be passed by this Honorable Court authorizing a public sale of the property herein mentioned.

B. That a distribution of the proceeds of such sale may be made according to the respective interests of the parties.

C. That permission may be granted your orators to publish a notice to creditors of

the said Clarence Blake, deceased, and the said Frances Randall, deceased, to file their claims within 90 days, as set forth in Section 117,Article 93, of the Annotated Code of Maryland.

D. That your orators may have such other and further relief as their case may require,

MAY IT PLEASE YOUR HONORS to grant unto your Orators the writ of subpoena directed to the respondents named herein at their respective addresses, commanding them to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,
12 Church Circle, Annapolis, Maryland,
Solicitor for Complainants.

Filed April 24", 1950.

COMPLAINANTS' EXHIBIT A. DEED.

(INT. REV. STAMP $3.50)(MD. ST. STAMP $3.50)

THIS DEED, Made this 7th day of July in the year one thousand nine hundred and thirty-eight by and between Mamie Prout and Glenn Prout, her husband, Washington Nutwell and Mary S. Nutwell, his wife, and Edna Nutwell, unmarried, all of Anne Arundel County in the State of Maryland, of the first part, and Clarence Blake, of said County and State of the Second part.

WITNESSETH, that in consideration of the sum of Five Dollars ($5.) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all that tract of ground and premises lying and being in Eighth Election District of Anne Arundel County. All those three tracts of land being first, second and thirdly described in a deed from Frank H. Stockett, Trustee, to Thomas S. Nutwell, dated January 30th, 1888, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 32, folio 121. Thomas S. Nutwell died June 27th, 1892 devising said property to his wife for life (she, Annie R. Nutwell being now dead), with remainder to his children, Mary E.Nutwell, Annie T. Nutwell, Edna E. Nutwell and Charles Washington Nutwell. Being also the three tracts of land secondly described in a deed from Nannie Franklin (formerly Annie Nutwell) and husband, to the said Mary E. Prout (formerly Mary E. Nutwell) C. Washington Nutwell and Edna E.Nutwell, dated May 6th, 1932, and recorded as aforesaid in Liber F.S.R. No. 97, folio 50 etc.,containing in the aggregate 165 3/4 acres of land, more or less.

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 party of the second part, his heirs and assigns, in fee simple.

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

WITNESS the hand and seals of said grantors.

TEST: MAMIE PROUT (SEAL)

J.H.H. No. 68 Equity

GLENN PROUT (SEAL)

ROBERTA O. ROGERS WASHINGTON NUTWELL (SEAL)

(NOTARIAL SEAL) MARY S. NUTWELL (SEAL)

EDNA NUTWELL (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of July in the year one thousand nine hundred and thirty-eight before me, the subscriber, a Notary Public of the State of Maryland, in and for County Anne Arundel aforesaid, personally appeared Mamie Prout and Glenn Prout, her husband, Washington Nutwell, and Mary S. Nutwell, his wife, and Edna Nutwell, unmarried, the above named grantors, and they each acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) ROBERTA O. ROGERS

NOTARY PUBLIC

Recorded 9th July 1938 at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F.A.M. No. 185, folio 259, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affixed the Seal of the Circuit Court for Anne Arundel County, this 11th day of April A. D., 1950.

JOHN H. HOPKINS, 3rd, CLERK.

(COURT SEAL) Filed April 24", 1950.

ANSWER OF NETTIE BLAKE

To the Honorable, the Judges of said Court:

The answer of Nettie Blake to the Bill of Complaint of Bessie Lillian Jones, et al, against her and others, in this Court exhibited, respectfully shows:

That she admits all of the allegations contained in said Bill of Complaint, and consents to the passage of a Decree for the sale of the property therein mentioned, and requests that she be allowed representation in the sale of the property in as much as she is the owner of a one-third interest therein.

And as in duty bound, etc.

Marvin I. Anderson, Nettie her x mark Blake.

Solicitor.

I hereby certify that I mailed a copy of the above answer to Albert Jerome Goodman, Solicitor for Bessie Lillian Jones, et al, this third day of May 1950.

Marvin I. Anderson,

Solicitor for Nettie Blake.

Filed May 3", 1950

PETITION AND ORDER FOR APPOINTMENT OF GUARDIAN

AD LITEM FOR

Albert Eugene Wiseman, Hillary Johnny Coates and George Everett Freye, infants.

To the Honorable, the Judges of said Court:

The petition of Nettie Blake , one of the defendants in this case, and grandmother

of Albert Eugene Wiseman, Hillary Johnny Coates and George Everett Freye, respectfully shows:

That the said infants have been duly summoned, but being infants cannot answer and defend this suit for themselves.

Your petitioner, therefore, prays this Honorable Court to appoint a Guardian ad litem to appear and answer for said Albert Eugene Wiseman, Hillary Johnny Coates and George Everett Freye, infant defendants.

And as in duty bound, etc.

MARVIN I. ANDERSON,

Solicitor for Petitioner.

Filed May 3", 1950.

O R D E R

ORDERED this 19th day of May, 1950, by the Circuit Court for Anne Arundel County in Equity, upon the aforegoing petition that MYRTLE STURM be and she is hereby appointed Guardian ad Litemto appear and answer for Albert Eugene Wiseman, Hillary Johnny Coates and George Everett Freye, infant defendants in the above entitled case.

Benjamin Michaelson,

Judge.

Filed May, 19", 1950

ANSWER OF LUCILLE EASTON.

To the Honorable, the Judges of said Court:

The answer of Lucille Easton to the Bill of Complaint of Bessie Lillian Jones, et al. against her and others, in this Court exhibited, respectfully shows:

That she admits all of the allegations contained in said Bill of Complaint, and consents to the passage of a Decree for the sale of the property therein mentioned, and requests that she be allowed representation in the sale of the property, in as much as she owns a one-ninth interest therein.

And as in duty bound, etc.,

Marvin I. Anderson.
Solicitor

Lucille Easton. ___

I hereby certify that I mailed a copy of the above answer to Albert Jerome Goodman, Solicitor for Bessie Lillian Jones, et al, this 13th day of May, 1950.

Marvin I. Anderson,

Solicitor for Lucille Easton.

Filed May 6", 1950.

Answer of Joseph Blake.

To the Honorable, the Judges of said Court:

The answer of Joseph Blake to the Bill of Complaint of Bessie Lillian Jones, et al, against them and others, in this Court exhibited, respectfully shows:

That he admits all of the allegations contained in said Bill of Complaint, and consent to the passage of a Decree for the sale of the property therein mentioned, and request that he be allowed representation in the sale of the property, in as much as he owns a one-ninth interest therein.

And as in duty bound, etc.,

Marvin I. Anderson,
Solicitor.

Joseph Blake. ___

I hereby certify, that I mailed a copy of the above answer to Albert Jerome Good - man, Solicitor for Bessie Lillian Jones, et al, this 12th day of May, 1950.

Marvin I. Anderson,
Solicitor forJoseph Blake

Filed May 12", 1950.

DECREE PRO CONFESSO

The Defendant, Joseph Randall, after having been duly summoned, having failed to appear to the Bill of Complaint and answer same, according to the command of the said Writ of Summons;

It is thereupon this 19th day of May, 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 defendant.

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

Benjamin Michaelson,

Judge.

Filed May 19", 1950

SUMMONS

SHERIFF'S OFFICE,
Anne Arundel County,
Charles M. Russell,Sr. Sheriff,
Annapolis, Md.

BESSIE LILLIAN JONES

VS

LUCILLE EASTON
ALBERT EUGENE WISEMEN,infant c/o NETTIE BLAKE
NETTIE BLAKE
JOSEPH BLAKE
GEORGE EVERETT FREYE, infant, c/o NETTIE BLAKE
HILLARY JOHNNY COATES, infant, c/o NETTIE BLAKE

EQUITY #9939

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Summoned defendant Lucille Easton this 28th day of April, 1950 and copy of Bill of Complaint and Subpoena left in her hands.

Summoned Albert Eugene Wiseman, infant, this 28th day of April 1950 by serving a copy of Bill of Complaint and Subpoena upon Albert Eugene Wiseman, infant and leaving copy of Bill of Complaint and Subpoena in his hands; also serving a copy of Bill of Complaint and Subpoena upon Nettie Blake, guardian, of said Albert Eugene Wiseman, infant and leaving copy of Bill of Complaint and subpoena with her on same date.

Summoned Nettie Blake this 28th day of April 1950 and copy of Bill of Complaint and Subpoena left in her hands.

Summoned Joseph Blake,this 28th day of April 1950 and copy of Bill of Complaint and Subpoena left in his hands.

Summoned George Everett Freye, infant, this 28th day of April 1950 by serving a copy of Bill of Complaint and Subpoena upon George Everett Freye, infant, and leaving copy of Bill of Complaint and Subpoena in his hands; also serving copy of Bill of Complaint and Subpoena upon Nettie Blake, guardian of said George Everett Freye, infant, and leaving a copy of Bill of Complaint and Subpoena with her on same date.

Summoned Hillary Johnny Coates, infant, this 28th day of April 1950, by serving a copy of

Bill of Complaint and Subpoena upon Hillary Johnny Coates, infant, and leaving a copy of Bill of Complaint and Subpoena in his hands; also serving copy of Bill of Complaint and Subpoena upon Nettie Blake, guardian, of said Hillary Johnny Coates, infant, and leaving a copy of Bill of Complaint and Subpoena with her on said date.

Sheriff's Costs $13.05

Charles M. Russell, Sheriff, Anne Arundel County, H.D.R.

Filed April 28, 1950.

ANSWER OF MYRTLE STURM,
GUARDIAN AD LITEM FOR ALBERT EUGENE WISEMAN,
HILLARY JOHNNY COATES AND GEORGE EVERETT FREYE, INFANTS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Mytrle Sturm, Guardian ad Litem, for Albert Eugene Wiseman, Hillary Johnny Coates and George Everett Freye, duly appointed by order of the Court, to the Bill of Complaint of Bessie Lillian Jones, et al, against them in this Court exhibited,

The defendants, being infants, can neither admit nor deny any of the matters or things in said Bill alleged and submit their right thereunder to the protection of this Court.

And as in duty bound, etc.

Myrtle Sturm

Guardian ad Litem.

I hereby certify that I mailed a copy of the above answer to Albert Jerome Goodman, Solicitor for Bessie Lillian Jones, et al, this 27th day of May, 1950,

Myrtle Sturm,

Guardian ad Litem.

Filed May 29", 1950.

PETITION FOR APPOINTMENT OF STENOGRAPHER

To the Honorable, the Judges of said Court:

The petition of Nettie Blake respectfully shows:

That the above case is at issue and both the plaintiffs and defendants desire to take testimony in support of the allegations of the Bill of Complaint.

Whereas, your Petitioner prays that an order of Court be passed appointing Elizabeth B. Basil special stenographer for the purpose of taking down and transcribing the testimony in this case.

And as in duty bound, etc.,

Marvin I. Anderson,

Solicitor for Nettie Blake, et al.

ORDER OF COURT.

ORDERED this 29th day of May, 1950, by the Circuit Court for Anne Arundel County in Equity, that Elizabeth B. Basil be and she is hereby appointed special stenographer for the purpose of taking down and transcribing the testimony in the above case.

Benjamin Michaelson,

JUDGE

Filed May 29", 1950

TESTIMONY

Present:

Albert J. Goodman, Attorney for Plaintiffs.

Marvin I. Anderson, Attorney for Defendants.

Emanuel Klawans, Examiner

Elizabeth B. Basil, Stenographer ($5.00)

Emanuel Klawans, Examiner (8.00)

WITNESSES:

Iva Evans	1 to 4
Cora N. Bishop	5
R. Glenn Prout	6

Signatures to testimony waived by agreement of counsel.

Mr. Clerk;

Please file.

E. Klawans,

Examiner.

Witness, IVA EVANS, of lawful age, duly sworn, testified as follows:

Q. What is your name?

Iva Evans.

Q. Where do you live?

Traceys Landing, Maryland.

Q. How long have you lived there?

All my life.

Q. Are you related to Clarence Blake?

Yes, he is my father.

Q. Is Clarence Blake living?

No, sir, he is dead.

Q. When did he die?

November 6th, 1944.

Q. Where did he die?

At home, Traceys Landing, on the farm. He didn't die in the house

Q. At the time he died, did he own real estate?

Yes, sir.

Q. What did he own?

About 165- 3/4 acres of land at Lothian, Maryland.

Q. From whom did he acquire this property?

From Mamie Prout, Glenn Prout and others.

Q. I show you a deed dated July 7, 1938, from Mamie Prout and others to Clarence Blake, describing a 165 3/4 acre tract od land, the original of which is recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 185, folio 259. I ask you if this is a certified copy of your father's deed to the property you just mentioned.

Yes, it is.

CERTIFIED COPY OF DEED OFFERED AS EXAMINER'S EXHIBIT NO. 1.

Q. When your father died, who survived him?

His widow, Nettie Blake.

Q. Where is Nettie Blake living?

Lothian, Maryland, same place.

Q. Is Nettie Blake over 21 years of age?

Yes , sir.

Q. Did Clarence Blake leave any children?

Yes, he left the following children:

Bessie Lillian Jones, a daughter, over 21 years of age, who married James Jones. They live at 5088 Jay Street, N.E., Washington, D. C.

Cora N. Bishop, a daughter, over 21 years of age, who married William Bishop. They live at Traceys Landing, Maryland.

Iva Evans, a daughter, over 21 years of age. I married Benjamin Evans and we live at Lothian, Maryland.

Willie Louis Wilson, a son of Frances Randall, a deceased daughter of my father. Frances died on February 17, 1946, without leaving a Will.

Q. Who is Willie Louis Wilson?

He is a son born to Frances Randall before she was married. Willie is over 21 years of age and lives at 4231 Eads Street, N. W., Washington, D. C.

Q. Name any other children.

Charles Randall, a son of Frances Randall, who was my sister and who died February 17, 1946, without a Will. Charles is 5 years old and he lives with me at Lothian,Maryland.

James Randall is a son of Frances Randall, my deceased sister, who died February 17, 1946, without a Will. James is 4 years old and lives with me at Lothian, Maryland.

Joseph Bracey, another son of my deceased sister, Frances Randall, who died February 17, 1946, without a Will. Joseph was born to my sister Frances before she was married. He is 8 years of age and he lives with my sister, Cora N. Bishop, at Traceys Landing,Md.

Joseph Blake, a son of Clarence Blake, over 21 years of age, who married Lucille Blake, and who lives at Lothian, Maryland.

Lucille Easton, a daughter of Clarence Blake, over 21 years of age, who married Howard Easton. They live at Lothian, Maryland.

Albert Eugene Wiseman, a son of my late sister, Frances Randall, who died February 17, 1946, without a Will. Albert was born unto Frances before she was married. He is 20 years years of age and lives with my mother, Nettie Blake, at Lothian , Maryland.

Hillary Johnny Coates, a son of my late sister, Frances Randall, who died on February 17, 1946, without a Will. Hillary was born to Frances before she was married. He is 11 years old and lives at Lothian with my mother, Nettie Blake.

George Everett Freye, a son of my deceased sister, Frances Randall, who died February 17, 1946, without a Will. George was born to Frances before she was married. He is 6 years of age and lives with my mother, Nettie Blake, at Lothian, Maryland.

Joseph Randall, the surviving husband of my late sister, Frances Randall. He is over 21 years of age and lives at Paris, Calvert County, Maryland.

Q. All of the people whose names you mentioned are the only heirs at law of your father, Clarence Blake, at the time of his death?

Yes, sir.

Q. Did your father, Clarence Blake, or your sister, Frances Randall, own any personal property at the time of their death ?

No sir.

Q. Were Letters of Administration taken out on their estates?

I understand that an Administrator was appointed in my father's Clarence Blake's estate,

but nothing done after that because there was nothing on which to administer. There were no letters of administration on my sister's estate.

Q. What does this property consist of that your father left when he died?

Three barns and a corn house and a stable and a house.

Q. How many rooms in the house?

Thirteen rooms without electricity or any improvements.

Q. Is the house in good condition?

No, sir.

Q. Are the other buildings in good condition?

Just one, the new barn built before Papa died.

Q. How much do you think the property is worth?

I think it's worth around ₱10,000.00.

Q. Do you think this property can be divided without loss or injury to all of the children of your father?

No, sir.

Q. Do you think that a sale should be made of the property and the money divided among the children?

Yes sir.

To the general question under the rule, the witnessed answered "No, sir".

Iva Evans.

WITNESS, Cora N. Bishop, of lawful age, duly sworn, testified as follows:

Q. What is your name?

Cora N. Bishop.

Q. Where do you live.

Tracey's landing, Maryland.

Q. Are you related to Clarence Blake?

Yes.

Q. In what way?

He was my father.

Q. When did your father die?

November 6th, 1944.

Q. Where did he die?

At home, in Traceys Landing.

Q. At the time of his death did he own any property?

Yes. He owned the property my sister, Iva, told you about.

Q. Is this deed, which is now marked Examiner's Exhibit No. 1, a certified copy of the deed for the property to your father which he owned at the time of his death?

Yes.

Q. Are all of the heirs whom your sister, Iva, mentioned in her testimony, the only heirs your father had at the time of his death?

Yes.

Q. Is this property which your sister described in her testimony susceptible of division in kind, without loss or injury, to the children of Clarence Blake?

It is not.

Q. In your opinion should it be sold at public sale and the proceeds divided among all of the heirs at law of Clarence Blake?

Yes.

To the general question under the rule, the witness answered "No".

Cora N. Bishop.

Witness, R. Glenn Prout,of lawful age, duly sworn, testified as follows:

Q. What is your name?

R. Glenn Prout.

Q. Where do you live?

Nutwell, Maryland.

Q. What is your occupation?

Register of Wills of Anne Arundel County, Maryland.

Q. Are you acquainted with the property owned by Clarence Blake at the time of his death, consisting of approximately 165 3/4 acres of land which he acquired from you and others on July 7, 1938?

Yes,sir.

Q. Will you describe that property, please.

The land consists of around 165 3/4 acres, It has a 13 room house on it, three barns,one pratically new barn. I would say it is exceptionally good tobacco soil, rugged, hilly, plenty of wood on it.

Q. In what condition are the buildings?

Fairly good, I would say, with exception of the new barn, which is in very good condition.

Q. Are you familiar with real estate prices in that vicinity?

I think I am, yes, sir.

Q. What value do you place on this property at the present time?

I would say about $10,000.00.

Q. Do you believe this property is susceptible of division in kind without loss or damage to the parties interested?

Absolutely not, because the buildings are placed at different locations on the property. Some of the land is timber, some is cleared and it would be impossible to divide it in a way that would satisfy everybody and give them an equal share.

Q. What, in your opinion, should be done in order to divide the interest among the parties?

The only solution I can see is to put it up for sale and divide the proceeds of sale, nothing else.

To the general question under the rule, the witness answered "NO."

R. Glenn Prout.

There being no other witnesses to be called at this time and no further testimony desired on behalf of the plaintiffs, this testimony is now closed, and, at the request of the plaintiffs' solocitor, is returned to the Court with Examiner's Exhibit No. 1.

Witness my hand and seal this 14th day of June, 1950.

Emanuel Klawans,

Examiner.

Filed June 14, 1950.

J.H.H. No. 68 Equity

D E C R E E

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

IT IS THEREUPON, this 22d day of June, 1950, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed, that the real estate mentioned in these proceedings be sold for the purpose of partition among the parties. That Albert J. Goodman and Marvin I. Anderson be, and they are hereby, appointed trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of Ten Thousand Dollars ($10,000.), conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three (3) weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County, and such other notice as they may think proper, of the time, manner and terms of sale, which terms shall be as follows:

A deposit of Seven Hundred Dollars ($700.00) to be paid in cash on the day of sale, deferred payments to bear interest at six per cent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustees shall return to this Court a full and particular account of the same, with an annexed affidavit of the trust thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase price, and not before, the said trustees shall, by a good and sufficient deed to be executex, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his,her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and respondent, and those claiming by, from or under them, or either of them; and the said trustees shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

AND it is further ordered and decreed that said trustees publish a notice to creditors of Frances Randall, deceased, warning them to file their claims within ninety days in accordance with the provisions of Section 117 of Article 93 of the Annotated Code of Maryland.

Benjamin Michaelson,

Judge.

Filed June 22", 1959

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Albert J. Goodman and Marvin I.Anderson,as principals, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland

in the full and just sum of Ten Thousand dollars, to be paid to the said State or its certain attorneys, to which payment, well and truly to be made, we bind ourselves and each of us,our and each of our respective heirs, executors, administrators, successors,and assigns,jointly and severally, firmly by these presents, Sealed with our seals and dated this 23rd day of June, in the year of our Lord one thousand nine hundred and fifty.

WHEREAS, the above bounden Albert J. Goodman and Marvin I. Anderson were appointed trustees by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, dated the 22nd day of June, 1950, to sell the real estate mentioned in the proceedings in the case of Bessie Lillian Jones, et al, vs. Nettie Blake, et al, No. 9939 Equity now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Albert J. Goodman and Marvin I Anderson do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above oblication to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of :
Marvin H. Anderson

Albert J. Goodman (Seal)
Marvin I. Anderson, (Seal)
NATIONAL SURETY CORPORATION
BY Marvin I. Anderson.
Attorney-in-Fact.

(CORPORATE SEAL.

Filed June 23", 1950.

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petitioner, The Maryland Tobacco Growers' Association, a Maryland Corporation, by William J. Boehm, its Solicitor, respectfully shows:

1. That on the 30th day of November, 1948, The Maryland Tobacco Growers Association recovered a judgment in the amount of $385.00 against Nettie Blake, defendant herein in the above entitled case. Certified copy of said judgment filed herewith as Exhibit A.

2. That it is expected from the proceedings of the case that the Trustees will receive certain funds belonging to said defendant from the sale of said real estate.

3. Your Petitioner respectfully prays that the sum of $385.00 with interest to date of payment be permitted to be taken into audit account in accordance with its priority, and be paid to satisfy said judgment lien from the proceeds of sale of said real estate belonging to said judgment debtor.

Respectfully submitted,
William J. Boehm
Attorney for Petitioner The Md. Tobacco Growers' Ass'n. Baltimore, Md.

EXHIBIT "A".

No. 1374
Law.
Boehm.

The Maryland Tobacco Gro'
Assn of Maryland
Corporation
vs

IN THE CIRCUIT COURT FOR ANNE ARUNDEL CO.

1948,Nov. 30,Narr Note and Order to enter Judgment by confession fld. 1948,Nov. 30, Judgment by confession in favor of the Plaintiff for the sum of Three Hundred Eighty-four Dollars and no cents ($385.00) current money with interest from the 22nd

J.H.H. No. 68 Equity

Strahorn

Nettie Blake

day of November 1948, and costs of suit Summons issued Not Est. Summoned the within named defendant this 4 day of of December 1948, by leaving with her a copy of the summons.

Plaintiff's Cost $10.50

Defendant's Cost 5.00

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 affix

(Court Seal) the seal of the Circuit Court for Anne Arundel County, this 11th day of July, 1950.

John H. Hopkins, 3rd, Clerk, of

the Circuit Court for Anne Arundel County.

Filed July 12", 1950

ORDER OF COURT

ORDERED this 13th day of July, 1950, by the Circuit Court for Anne Arundel County, Maryland, in Equity, that the Judgment claim of The Maryland Tobacco Growers' Association be and is hereby referred to the Auditor of this Court for the purpose of being taken into account and be paid in accordance with its priority from the proceeds in the deposit of said trustees belonging to the said Judgment debtor, Nettie Blake.

Benjamin Michaelson, Judge

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman and Marvin I. Anderson, Trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital" and "Maryland Gazette", newspapers published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, they did attend at the court house door in the City of Annapolis, Maryland, on Tuesday, July 25, 1950, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

All that tract of ground in the Eighth Election District of Anne Arundel County, and described in a deed from Mamie Prout, et al. to Clarence Blake, recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 185, folio 259, as follows:

"All those three tracts of land being first, second and thirdly described in a deed from Frank H. Stockett, Trustee, to Thomas S. Nutwell dated January 30, 1888, and recorded

among the Land Records of Anne Arundel County, Maryland, in Liber S.H. No. 32, folio 121. Thomas S. Nutwell died June 27, 1892, devising said property to his wife for life (she,Annie R. Nutwell, being now dead), with remainder to his children, Mary E. Nutwell, Annie T. Nutwell, Edna E. Nutwell and Charles Washington Nutwell, Being also the three tracts of land described in a deed from Nannie Franklin (formerly Annie Nutwell) and husband to the said Mary E. Prout (formerly Mary E. Nutwell), C. Washington Nutwell, and Edna E. Nutwell, dated May 6, 1932, and recorded as aforesaid in Liber F.S.R. No. 97, folio 50, etc., containing in the aggregate 165 3/4 acres of land, more or less."

Said property being sold to Walter B. Mangels and Louise F. Mangels, his wife,as tenants by the entireties,at and for the sum of Sixty-two hundred dollars, being at that price then and there the highest bidder therefor. The said purchasers have agreed to comply with the thems 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

Marvin I. Anderson.

Trustees.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of July, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN and MARVIN I. ANDERSON, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

Witness my hand and Notarial Seal.

(Notarial Seal)

Clemence C. Burwell,

Notary Public

4

TRUSTEES' REPORT OF SALE.

OF VALUABLE TOBACCO FARM ON STATE ROAD FROM MT. ZION TO FRIENDSHIP NEAR LOTHIAN.

By virtue of a decree of the Circuit Court for Anne Arundel County, dated the 22nd day of June, 1950, and passed in a cause therein pending wherein Bessie Lillian Jones, et al are plaintiffs and Nettie Blake et al, are defendants, being No. 9939 Equity, we, the undersigned trustees, will sell the real estate in the said proceedings mentioned at public auction at the Court House door, in Annapolis, Maryland, on TUESDAY, JULY 25th, 1950,at 11 o'clock a. m..

ALL that tract of ground in the Eighth Election District of Anne Arundel County and described in a deed from Mamie Prout et al, to Clarence Blake, recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 185, folio 259, as follows:

"ALL those three tracts of land being first, second and thirdly described in a deed from Frank H. Stockett, Trustee,to Thomas S. Nutwell, dated January 30, 1888, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber S.H. No. 32 folio 121. Thomas S. Nutwell died June 27th, 1892, devising said property to his wife for life (she, Annie R. Nutwell, being now dead), with remainder to his children, Mary E. Nutwell, Annie T. Nutwell, Edna E. Nutwell, and Charles Washington Nutwell. Being also the three tracts of land secondly described in a deed from Nannie Franklin (formerly Annie Nutwell) and husband

to the said Mary E. Prout (formerly Mary E. Nutwell), C. Washington Nutwell,and Edna E. Nutwell, dated May 6th, 1932, and recorded as aforesaid in Liber F.S.R. No. 97, folio 50, etc., containing in the aggregate 165 and three quarter acres of land, more or less.

Improved by 13-room dwelling house, three barns, and a corn house. One of the barns is pratically new. This is a very desirable tobacco farm and well located.

TERMS OF SALE: A deposit of $700.00 will be required on the day of sale, balance on ratification of sale, with interest at six per cent.

For further particulars apply to under signed.

ALBERT J. GOODMAN

MARVIN I. ANDERSON

GEORGE W. SCIBLE, AUCTIONEER.

TRUSTEES

Annapolis, Md.

Filed 25 July, 1950

ORDER NISI

ORDERED, this 25th day of July, 1950, That the sale of the Real Estate made and reported by Marvin I. Anderson and Albert J. Goodman, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 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 25th day of August next.

The report states that the amount of sales to be $6200.00.

John H. Hopkins, 3rd, Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd, Clerk.

Filed 25 July, 1950

CERTIFICATE OF PUBLICATION.

Annapolis, Md. August 16, 1950.

We hereby certify, that the annexed Order Nisi, Eq.,#9939-Sale- Bessie Lillian Jones, vs Nettie Blake, 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 25th day of August, 19--. The first insertion being made the 26th day of July, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 5025

By R. L. Brown.

Filed 28" Sept. 1950.

FINAL ORDER

ORDERED BY THE COURT, This 10th day of October, 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 they shall produce vouchers for the Auditor.

Benjamin Michaelson,

— —

Filed 10 Oct. 1950.

PETITION FOR ALLOWANCE OF CLAIM OF CLYDE B. BOWEN

AGAINST NETTIE BLAKE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of Clyde B. Bowen respectfully represents unto Your Honors:

FIRST: That he is the holder of a judgment against Nettie Blake, one of the respondents herein, in the amount of $380.75, with interest from August 30, 1948, and costs of suit, which said judgment is recorded in the Circuit Court of Anne Arundel County and known as No. 1176 Law, a certified copy of which judgment is filed herewith and prayed to be taken as part hereof.

SECOND: That the real estate described in these proceedings, in which the said Nettie Blake holds a one-third interest, has been sold at public sale for the sum of $6200.00.

THIRD: That the aforesaid judgment was obtained by your petitioner prior to the institution of said partition proceedings; and after the payment of all court costs, the expenses of said sale, and the satisfaction of all prior liens, there will be a net surplus standing to the credit of said judgment debtor.

WHEREFORE, your petitioner prays Your Honors to pass an order herein directing the auditor in stating her account in this cause to allow the claim of your petitioner in order of its legal priority.

AND AS IN DUTY BOUND, ETC.,

Albert J. Goodman,
12 Church Circle, Annapolis, Maryland,
Solicitor for Petitioner.

LAW

1176

(Goodman, Atty)

Clyde B. Bowen

vs

Nettie Blake.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL CO.

1948 July 23 Narr; affidavit motion for Summary Judgment notice to defendant, Statement fd. summons issd. and copy of narr affidavit motion for summary Judgment motion to Defendant Statement delivered to Sheriff to be served, summoned the within named defendant this 26th day of July, 1948 by leaving with <u>him</u> copy of the summons declaration, affidavit and motion, Judgment Rule Plea, 1948 Aug. 27 Motion for summary Judgment fd. 1948 Aug. 30 Motion granted. 1948 Aug. 30 Judgment extended against the defendant in favor of the Plaintiff for the sum of $380.75 damages assessed by the Court with interest from date and costs of suit.

copy $1.00 paid by A.J.G.

Plaintiff's Cost $10.30

Defendant's Cost ____

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify, That the above copy of Judgment is taken from the Record of Proceedings of the Circuit Court for Anne Arundel County.

And I further Certify, That it does not appear from any entry therein, that the same has been paid or in any manner satisfied.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this 10th day of June, 1950.

John H. Hopkins, 3rd,
Clerk of the Circuit Court for Anne Arundel County.

Filed 25 July, 1950

ORDER OF COURT.

J.H.H. No. 68 Equity

Upon the aforegoing petition, it is this 26th day of July, 1950, by the Circuit Court for Anne Arundel County in Equity ordered that the auditor of this court be, and she is hereby, directed in stating her account in this cause, to allow the claim of the said Clyde B. Bowen according to its legal priority and subject to all exceptions.

Benjamin Michaelson,

Judge.

Filed 26 July, 1950

PETITION FOR ALLOWANCE OF CLAIM OF CLYDE B. BOWEN AGAINST JOSEPH BLAKE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of Clyde B. Bowen respectfully represents unto Your Honors:

FIRST: That he is the holder of a judgment against Joseph Blake, one of the respondents herein, in the amount of $354.31, with interest from August 30, 1948, and costs of suit, which said judgment is recorded in the Circuit Court of Anne Arundel County, and known as No. 1177 Law, a certified copy of which judgment is filed herewith and prayed to be taken as part hereof.

SECOND: That the real estate described in these proceedings in which the said Joseph Blake holds a one-ninth interestm has been sold at public auction for the sum of $6200.00,

THIRD: That the aforesaid judgment was obtained by your petitioner prior to the institution of said partition proceedings; and after the payment of all court costs, the expenses of said sale, and the satisfaction of all prior liens, there will be a net surplus standing to the credit of said judgment debtor.

WHEREFORE, your petitioner prays Your Honors to pass an order herein directing the auditor in stating her account in this cause to allow the claim of your petitioner in order of its legal priority.

AND AS IN DUTY BOUND, ETC.,

Albert J. Goodman,
12 Church Circle, Annapolis, Maryland,
Solicitor for Petitioner.

Law

1177

(GOODMAN & KLAWANS, Attys.).

Clyde B. Bowen

Vs

Joseph Blake.

1948 July 23 Narr, affidavit, motion for Summary Judgment notice to defendant and Statement fld. summons issd. and copy of Narr, affidavit, motion for Summary Judgment notice to defendant and statement delivered to Sheriff to be served summoned the within named defendant this 26th day of July, 1948 by leaving with him copy of summons, declaration, affidavit and motion for summary judgment, Rule plea, 1948 Aug. 27 motion for Judgment by default fd. 1948 Aug. 30 motion granted. 1948 Aug. 30 Judgment by default extended against the defendant Joseph Blake in favor of the Plaintiff for the sum of $354.31 current money with interest from date and costs of suit.

copy $1.00 paid by A.J.G.

Plaintiff's Costs $10.30

Defendant's Cost __

True Copy;-TEST. John H. Hopkins, 3rd, Clerk.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

J.H.H. No. 68 Equity

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 10th day of June, 1950.

John H. Hopkins, 3rd.

Clerk of the Circuit Court for Anne Arundel County.

Filed 25 July, 1950

ORDER OF COURT

Upon the aforegoing petition, it is this 26th day of July, 1950, by the Circuit Court for Anne Arundel County in Equity ordered that the auditor of this court be, and she is hereby, directed in stating her account in this cause, to allow the claim of the said Clyde B. Bowen according to its legal priority and subject to all expcetions.

Benjamin Michaelson,

Judge.

Filed 26 July, 1950

EXCEPTIONS TO RATIFICATION OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Walter B. Mangels and Louise F. Mangels, his wife, by Noah A. Hillman, their Solicitor, except to the ratification of the sale of the real estate mentioned in this proceeding, and for cause thereof they respectfully show:

1. That they believe the description of the property is indefinite.
2. That they do not believe all parties in interest have been joined in this proceeding.
3. And for other reasons to be assigned at the hearing hereof.

Noah A. Hillman,

Solicitor for Exceptants.

Service of Copy Admitted, August 23, 1950.

Albert J. Goodman,

Attorney for _____

Filed August 23, 1950.

TRUSTEES' SALE OF VALUABLE TOBACCO FARM ON STATE ROAD FROM MT. ZION to FRIENDSHIP- NEAR LOTHIAN.

By virtue of a decree of the Circuit Court for Anne Arundel County, dated the 22nd day of June, 1950, and passed in a cause therein pending, wherein Bessie Lillian Jones,et al, are plaintiffs, and Nettie Blake, et al, are defendants, being No. 9939 Equity, we the undersigned trustees will sell the real estate in the said proceedings mentioned at public auction at the Court House door in Annapolis, Maryland, on TUESDAY, JULY 25th, 1950 at 11 o'clock A. M..

ALL that tract of ground in the Eighth Election District of Anne Arundel County and described in a deed from Mamie Prout, et al. to Clarence Blake, recorded among the Land Records of Anne Arundel County, in Liber F. A. M. No. 185,folio 259, as follows:

"All those three tracts of land being first, second and thirdly described in a deed from Frank H. Stockett, Trustee to Thomas S. Nutwell, dated January 30, 1888 and recorded

among the Land Records of Anne Arundel County, Maryland, in Liber S. H. No. 32, folio 121. Thomas S. Nutwell died June 27th, 1892, devising said property to his wife for life (she, Annie R. Nutwell, being now dead), with remainder to his children, Mary E. Nutwell, Annie T. Nutwell, Edna E. Nutwell and Charles Washington Nutwell. Being also three tracts of land secondly described in a deed from Nannie Franklin (formerly Annie Nutwell and husband to the said Mary E. Prout (formerly Mary E. Nutwell), C. Washington Nutwell, and Edna E. Nutwell, dated May 6th, 1932, and recorded as aforesaid in Liber F.S.R. No. 97,folio 50, etc., containing in the aggregate 165 3/4 acres of land, more or less".

Improved by 13-room dwelling house, three barns, and a corn house. One of the barns is pratically new. This is a very desirable tobacco farm and well located.

TERMS OF SALE: A deposit of $700.00 will be required on the day of sale, balance on ratification of sale, with interest at six per cent,

For further particulars apply to undersigned.

Albert J. Goodman

Marvin I. Anderson,

George W. Scible, Auctioneer. Trustees.

The undersigned trustees in the above cause named, pursuant to an order of the Circuit Court for Anne Arundel County passed on the 22nd day of June, 1950, hereby give notice to all persons having claims against the estate of Frances Randall, deceased, to file these claims properly authenticated with the Clerk of the Circuit Court for Anne Arundel County on or before the 2nd day of October,1950.

Albert J. Goodman
Church Circle, Annapolis, Md.

Marvin I. Anderson,
20-0 West Street, Annapolis, Md.

Jy. 19 Trustees.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 16, 1950.

We hereby certify, that the annexed Trustee's Sale and Notice to Creditors-Estate of Frances Randall 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 August, 1950, The first insertion being made the 5th day of July, 1950.

THE CAPITAL GAZETTE PRESS, INC.,

BY R. L. Brown.

Filed Sept. 28", 1950

ORDER TO DISMISS EXCEPTIONS TO RATIFICATION.

Mr. Clerk:

Please Dismiss the Exceptions to Ratification of Sale in the above entitled case.

Noah A. Hillman

Standley L. Richardson,

Solicitors for Exceptants.

Filed 10 Oct. 1950.

PETITION FOR ALLOWANCE OF COUNSEL FEE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Albert J. Goodman, counsel for the complainants in the above-entitled case, respectfully shows:

FIRST: That partition proceedings were brought by your petitioner on behalf of a large number of complainants in the above-entitled case in order that certain real estate named therein could be sold and the proceeds divided among the complainants and respondents therein.

SECOND: That in order to do so, an examination of the title to said property was made to assure a proper and acceptable conveyance. numerous conferences were had with the complainants in an effort accurately to determine the true parties in interest, which, because of the illegitimacy of a number of them, consumed many hours of time; all legal papers were prepared and testimony taken, after which your petitioner was appointed one of the trustees to make sale of the real estate involved; and that such sale was made for the sum of $6,200.00 and duly reported to this Honorable Court.

THIRD: That subsequent thereto, exceptions to the ratification of said sale were filed by the purchasers thereof, necessitating additional investigation and legal research by your petitioner, as a result of which he succeeded in having said exceptions withdrawn and the sale finally ratified.

FOURTH: That in view of the services rendered by your petitioner, he feels that he is entitled to a reasonable fee, and, therefore, respectfully requests Your Honors to pass an order authorizing the payment of the same.

AND AS IN DUTY BOUND. ETC.,

Albert J. Goodman,

Petitioner.

CERTIFICATE OF COUNSEL

We, the undersigned, members of the Bar of Anne Arundel County, do hereby certify that we have examined the papers in the above-entitled case; and in our opinion, a fee of $400.00 would be a fair and reasonable fee to be allowed Albert J. Goodman for services rendered.

Wm. W. Townshend Jr.,

Louis M. Strauss

Jno. S. Strahorn

Emanuel Klawans.

Filed 26 Oct. 1950.

ORDER OF COURT

Upon the aforegoing petition of Albert J. Goodman and the certificate of the members of the Barr of Anne Arundel County, it is thereupon this 31st day of October, 1950, by the Circuit Court for Anne Arundel County in Equity ordered that Albert J. Goodman, solicitor for the complainants in the above-entitled cause, be allowed the sum of $300.00 as a fee for services rendered, subject to proper exceptions.

Benjamin Michaelson,

Judge.

I hereby certify that I mailed a copy of the foregoing petition and order to Marvin I. Anderson, solicitor for the respondents, 20 West Street,Annapolis, Maryland, this 26 day of October, 1950 .

Albert J. Goodman,

Solicitor for Complainants.

Filed 31 October, 1950.

J.H.H. No. 68 Equity

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 3, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Bessie Lillian Jones, et al. vs Nettie Blake, et al,		in ac.
To Trustees for Commissions, viz:	218.48	218.48
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	61.50	
Chas. M. Russell- Sheriff's costs	13.05	
Roy C. Howard- Sheriff's costs (Calvert Co.)	1.25	
Myrtle Sturm-guardian ad Litem	4.00	
Emanuel Klawans- examiner's fee	8.00	
Elizabeth B. Basil-stenographer's fee	5.00	
Auditor- stating this account	36.00	148.80
To Trustees for Expenses, viz:		
Capital-Gazette Press-advertising sale	33.25	
Capital-Gazette Press- order nisi (sale)	6.00	
Capital-Gazette Press, Order nisi (acct)	6.00	
Barrett Printing Co.-handbills	8.67	
National Surety Co.- bond premium	40.00	
George W. Scible- auctioneer	50.00	
Edna E. Nutwell and Lula Perry-appraisers' fees- Estate of Clarence Blake	10.00	
Register of Wills- costs-estate of Clarence Blake	10.60	
Albert J. Goodman-fee for legal services rendered Order of 10/31/50)	300.00	
One-half Federal revenue stamps	3.58	
One half State revenue stamps	3.57	
Clemence C. Burwell-notary fees	.75	472.42
To Trustees for Taxes, viz:		
1950 State and County taxes ($119.34- adjusted to 10/25/50)	97.71	97.71

BALANCE FOR DISTRIBUTION ° $5,345.09

Distributed to the heirs of Clarence Blake, who died 11/6/44, viz:

To Nettie Blake, Widow, -$1,781.70 one-third
LESS direct inheritance tax 17.82

$1,763.88

LESS
Judgment Claims, viz:
1. Clyde B. Bowen-#1176
Law, Debt - $380.75
Int. 8/30/48 to 7/25/50 43.47
Court costs 11.30 435.52

$1,328.36

2. Maryland Tobacco Grower's Ass'n-#1374 Law			
Debt -	$385.00		
Int. 11/22/48 to 7/25/50	38.69		
Court costs	15.50	439.19	
		$ 889.17	889.17
To Bessie Lillian Jones, daughter one-ninth		$ 593.90	
LESS direct inheritance tax		5.94	587.96
To Cora N. Bishop, daughter - one-ninth		$ 593.90	
LESS direct inhericance tax		5.94	587.96
To Iva Evans, daughter one-ninth		$ 593.90	
LESS direct inheritance tax		5.94	587.96
To Joseph Blake, son, one-ninth		$ 593.90	
LESS direct inheritance tax		5.94	
		587.96	
LESS Judgment Claim filed:			
1. Clyde B. Bowen-#1177 Law			
Debt -	$354.31		
Int. 8/30/48 to 7/25/50	40.45		
Court costs	11.30	406.06	181.90
To Lucille Easton, daughter- one-ninth		$ 593.90	
LESS direct inheritance tax		5.94	587.96
To Heirs of Frances Randall, daughter, who died 2/17/46 one-ninth-$593.89, viz:			
Joseph Randall, Widower - one-twenty-seventh		$ 197.96	
Less direct inheritance tax		1.98	195.98
To Willie L. Wilson, son-2/189			56.56
To Charles Randall, son 2/ 189			56.56
To James Randall, son-2/189			56.56
To Joseph Bracey, son -2/189			56.56
To Albert E. Wiseman, son- 2/189			56.56
To Hillary J. Coates, son- 2/189			56.56
To George Everett Freye, son- 2/189			56.57
To R. Glenn Prout, Register of Wills-			
total direct inheritance tax, as above		49.50	
To Trustees for Judgment Claims filed, viz:			
1. Clyde B. Bowen-#1176 Law		435.52	
2. Maryland Tobacco Growers' Ass'n- #1374 Law		439.19	
3. Clyde B. Bowen-#1177 Law		406.06	5,345.09
			6,282.50

WITH Albert J. Goodman and Marvin I. Anderson, Trustees Cr.

1950			
July 25 Proceeds of Sale		6,200.00	
Interest on deferred payment to 10/25/50		82.50	6,282.50
			6,282.50

Filed November 15, 1950

ORDER NISI

ORDERED, This 15 day of November, 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 26 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 26 day of December next.

John H. Hopkins, 3rd Clerk.

Filed 15 November, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 9, 1950.

We hereby certify, that the annexed Order Nisi-Eq.,#9939 Auditor's Account-Bessie Lillian Jones, was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of December, 1950. The first insertion being made the 23rd day of November,1950.

No. MG 3652. THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown.

Filed 26 Dec. 1950

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 27th day of December, 1950, that the aforegoing Report and account of the Auditor be and the same is hereby finally ratified and confirmed, 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 27 December, 1950.

IN THE MATTER OF THE	::	No. 10,039 EQUITY
SALE OF THE MORTGAGED	::	IN THE CIRCUIT COURT
PERSONAL PROPERTY OF	::	FOR
HOWARD REICHEL	::	ANNE ARUNDEL COUNTY.

: : : : : : : : :

PETITION TO FORECLOSE

Mr. Clerk:

Please docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr.,

Assignee.

Filed 18 September, 1950

CHATTEL MORTGAGE

(Md. State Stamps $4.40)

THIS CHATTEL MORTGAGE, Made this 29th day of June, 1950, by Walter H. Robeck

WITNESSETH, that for and in consideration of the sum of Four Thousand Dollars ($4,000.00) Dollars, the said Walter H. Robeck doth hereby bargain and sell unto Howard Reichel the following property:

1 Washington Machine	2 Wooden Spoons	1 Silver Box
1 Kitchen Set, 4 chairs	1 Strainer	1 Egg Slicer

1 Kitchen Stove
2 Dining room pieces
1 Ice Box
1 Living room set, 2 chairs
2 3-piece bedroom sets
1 Phonograph-radio
1 Cedar Chest
2 Diningroom Chairs
1 48" Sink
1 Steam Table
4 Counter Stools
3 Upholstered Booths (with panel & Custumers)
1 16" Fan
1 Range Complete
1 Turner
1 Ladle
1 Ladle
1 Masher
1 Tongs
1 3Fb-Fryer
1 Glasco Sandwich Unit
1 South Bend Broiler (2 burners)
1 Stand
1 Pie Case
1 Pie case
1 French Fry Cutter
1 Drink Mixer
1 Hot Cup
1 Vegetable Slicer
3 Drip Clips
6 Mustards
5 Napkin Holders
1 "Rick's Lunchenette Sign
1 Electric Clock (Neon)
1 Neon Menu Sign
3 Portable Shelves & Counter

And all other merchandise and goods on the premises.

PROVIDED, HOWEVER, if the said Howard Reichel shall pay the said Walter H.Robeck the aforesaid sum of Four Thousand---($4,000.00)

Payable One Hundred Dollars ($100.00) a month until paid in full.

19 , then these presents shall be void.

AND it is also agreed that until default be made in the payment of the aforesaid sum of Four Thousand ....($4,000.00) Dollars, with interest, the said Howard Reichel shall possess the property hereby mortgaged. But in case of default, then the said Howard Reichel does hereby declare --- assent to the passage of a decree for the sale of the property hereby mortgaged, in accordance with Act of 1898, Chapter 123, Sections 720 to 732, inclusive.

IN TESTIMONY WHEREOF, witness the hands and seals of the said mortgagor.

TEST: Howard H. Reichel (SEAL)

Margaret B. Hendrix.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27th day of June, in the year one thousand nine hundred and fifty, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Howard Reichel the Mortgagor named in the foregoing Mortgage abd acknowledged the foregoing Mortgage to be his act. At the same time also appeared Walter H. Robeck and made oath in due form of law, that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal) Margaret B. Hendrix, Notary Public.

Recorded 30th June,1950 at 9.00 A.M. J.H.H. No. 46,fol. 413.

SHORT ASSIGNMENT.

For value received, I hereby assign the within mortgage to William H. Townshend,Jr., Attorney, for the purpose of foreclosure.

WITNESS my hand and seal this 16th day of September, 1950.

WITNESS Walter H. Robeck (Seal)

Margaret B. Hendrix.

Recorded 18 Sept. 1950 at 9:00 A.M., Liber J.H.H. No. 46 ,fol. 414.

J.H.H. No. 68 Equity

STATEMENT OF MORTGAGE CLAIM.

Amount of Mortgage from Howard Reichel to Walter H. Robeck, dated June 29, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 46, folio 413 -$4,000.00

Interest thereon from June 29, 1950 to October 12, 1950, 3 months, 13 days - 68.71

$4,068.71

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 23rd day of September, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Walter H. Robeck, the above named Mortgagee, and made oach in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Margaret B. Hendrix,

(Notarial Seal) Notary Public.

Filed Sept. 25", 1950.

BOND.

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., 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 FOUR THOUSAND ($4,000.00) DOLLARS, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 4th day of October, 1950.

WHEREAS, virtue of a power of sale contained in a Chattel Mortgage from Howard Reichel to Walter H. Robeck, bearing date on or about the 29th day of June, 1950, the said William W. Townshend, Jr., Assignee, is authorized and empowered to make sale of the property described in said Chattel Mortgage, in case default should be made in the principal debt secured by said Chattel Mortgage or of the interest thereon in whole or in part, And whereas default has been made in the payment of the interest and principal aforesaid, and the said William W. Townshend, Jr., is about to execute said power and make sale of the property described as aforesaid in said mortgage.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, William W. Townshend, Jr., does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be amd remain in full force and virtue in law.

Witness:

Katherine H. McCutchan

Katharine H. McCutchan (Corporate Seal)

William W. Townshend, Jr., (SEAL)

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV

Attorney-in-Fact.

Approved by

John H. Hopkins, 3rd, Clerk.

Filed October 4, 1950

J.H.H. No. 68 Equity

CERTIFICATE OF PURCHASER FILED.

I HEREBY CERTIFY that I have this 12th day of October, in the year 1950 purchased from William W. Townshend,Jr., Attorney for Walter H. Robeck named in Chattel Mortgage, the personal property known as household furnishings at and for the sum of $200.00 and do hereby agree to comply with the terms of sale. (2)

David S. Marshall.

Purchaser.

Filed 13 October, 1950

WILLIAM W. TOWNSHEND,JR.,
Attorney-at-Law
Towns-Worth Building,Annapolis, Maryland

ASSIGNEE'S SALE

OF
VALUABLE PERSONAL PROPERTY

situated at 33½ West Street, City of Annapolis, Maryland.

Under and by virtue of the power of sale contained in a Chattel Mortgage dated June 29, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 46, folio 413, from Howard Reichel ad duly assigned by Walter H. Robeck to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, default having occurred therein, the undersigned Assignee will sell at public auction the following described personal property, in the following manner.

ON THE PREMISES ON THURSDAY, OCTOBER 12, 1950 at 11 A.M. HOUSEHOLD FURNISHINGS .....
1 washing machine; 1 kitchen set, 4 chairs, 1 kitchen stove; 2 dining room pieces; 1 ice box, 1 living room set, 2 chairs, 2 three-piece bedroom sets; 1 phonograph-radio; 1 cedar chest, 2 dining room chairs.

RESTAURANT EQUIPMENT:

1 48" Sink; 1 steam table; 4 counter stools; 3 upholstered booths (with panel & costumers); 1 16" fan; 1 range complete; 2 wooden spoons; 1 strainer; 1 turner; 1 ladle; 1 ladle; 1 masher; 1 tongs ; 1 3Fb-fryer; 1 Glasco sandwich unit; 1 South Bend Broller (2 burners); 1 stand; 1 pie case; 1 pie case; 1 french fry cutter; 1 drink mixer; 1 hot cup; 1 silver box; 1 egg slicer; 1 vegetable slicer; 3 drip clips; 6 mustards; 5 napkin holders; 1 "Rick's Luncheonette" sign; 1 electric clock (neon); 1 neon menu sign; 3 portable shelves and counter.

The household furnishings will be sold as a unit and the restaurant fixtures will be sold as another unit.

TERMS OF SALE: One Hundred Dollars ($100.00) deposit on the household furnishings and One Hundred Dollars ($100.00) deposit on restaurant equipment, balance to be paid at the time of sale or upon ratification of sale by the Circuit Court for Anne Arundel County, and deferred payments will bear interest at the rate of six per centum (6%). Taxes and all public charges to be adjusted to day of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,

Towns-Worth Building, Assignee.

Annapolis, Maryland.

GEORGE W. SCIBLE, AUCTIONEER.

o-4

CERTIFICATE OF PUBLICATION.

Annapolis, Md. November 6, 1950.

J.H.H. No. 68 Equity

We hereby certify that the annexed Notice of Assignee's Sale-WALTER H. ROBECK was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of October, 1950. The first insertion being made the 20th day of September, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

by R. L. Brown.

Filed 15 November, 1950.

CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY That I have this 12th day of October in the year 1950, sold the property described by said advertisement and more particularly designated as household furnishings, at and for the sum of $200.00. to David S. Marshall, he --------- being then and there the highest bidder for said property.

George W. Scible.

Auctioneer.

Filed 13 October, 1950

CERTIFICATE OF AUCTIONEER.

THIS IS TO CERTIFY that I have this 12th day of October in the year 1950, sold the property described by said advertisement and more particularly designated as restaurant equipment at and for the sum of $700.00, to Mrs. Elma Rupert, she being then and there the highest bidder therefor.

GEORGE W. SCIBLE,

Auctioneer.

Filed 13 October, 1950.

AGREEMENT OF PURCHASER

I HEREBY CERTIFY that I have this 12th day of October in the year 1950 purchased from William W. Townshend, Jr., Attorney for Walter H. Robeck named in Chattel Mortgage, the personal property known as restaurant equipment at and for the sum of $700.00, and do hereby agree to comply with the terms of sale.

Mrs. Elmo Rupert,

Purchaser.

Filed 13 October, 1950.

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of William W. Townshend, Jr., 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 Howard Reichel, dated June 29, 1950, and recorded among the Chattel records of Anne Arundel County in Liber J.H.H. 46, folio 413, to make sale of the property therein described in case of default, and default having occurred thereunder, the said William W. Townshend,Jr., as Attorney, of the said mortgage, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, and after having complied with all other requisites of the mortgage and of the law for such cases made and

provided, offered the property in said mortgage described, for sale by public auction on the premises at No. 33 1/2 West Street, in the City of Annapolis, Maryland, on Thursday, October 12, 1950, at 11:00 o'clock and then and there sold the said property; FIRST, HOUSEHOLD FURNISHINGS to David S. Marshall, at and for the sum of Two Hundred Dollars ($200.00), he being at that figure the highest bidder therefor, and

SECOND: Restaurant Equipment to Elma Rupert, at and for the sum of Seven Hundred Dollars, ($700.00), she being at that figure the highest bidder therefor, and the said property being the property described in advertisement and by inventory attached hereto and prayed to be taken a part hereof.

AND the said Attorney further reports that he has received from the said purchaser of the First parcel of household furnishings the full amount of the sale price, and from the purchaser of the Second Parcel or Restaurant Equipment, a deposit as required by the terms of said sale, and has also received the Purchaser's Agreement to comply with the terms of sale which are as follows:

"TERMS OF SALE:- One Hundred Dollars ($100.00) deposit on restaurant equipment, balance to be paid at the time of sale or upon ratification of sale by the Circuit Court for Anne Arundel County, and deferred payments will bear interest at the rate of six per centum (6%)."

Respectfully submitted,

WITNESS:

Margaret B. Hendrix.

WILLIAM W. TOWNSHEND, JR.,

Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13th day of October, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney, and made oath in due form of law that the matters and things stated in the aforegoing report of sale are true, as therein set forth, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

Margaret B. Hendrix,

(Notarial Seal)

Notary Public.

Filed 13 October, 1950

LIST OF ARTICLES CONTAINED IN PREMISES KNOWN AS 33 1/2 WEST STREET.

HOUSEHOLD FURNISHINGS:

1 Washing machine

1 Kitchen set, 4 chairs.

1 Kitchen stove

2 Dining room pieces

1 Ice Box

1 Living room set, 2 chairs.

2 3-piece bedroom sets

1 Phonograph-radio

1 Cedar chest

2 Diningroom chairs

RESTAURANT EQUIPMENT

1	48" Sink
1	Steam Table
4	Counter stools
3	Upholstered Booths (with panels and costumers)
1	16" Fan
1	Range complete
2	Wooden spoons
1	Strainer
1	Turner
1	Ladle
1	Ladle
1	Masher
1	Tongs
1	3Fb-Fryer
1	Glasco Sandwich unit
1	South Bend broiler (2 burners)
1	Stand
1	Pie case
1	Pie case
1	French Fry cutter
1	Drink mixer
1	Hot cup
1	Silver box
1	egg slicer
1	vegetable slicer
3	drip clips
6	Mustards
5	napkin holders
1	"Rick's Luncheonette" sign
1	Electric clock (neon)
1	Neon menu sign
3	Portable shelves and counter

Filed 13 October, 1950.

ORDER NISI

ORDERED this 13 day of October, 1950, that the sale of the personal property mentioned in these proceedings, made and reported by William W. Townshend, Jr., Attorney, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 13 day of November, 1950; provided a copy of this order be inserted in some newspaper and published in Anne Arundel County, one in each of three successive weeks before the 13 day of November, 1950.

The report states the amount of sales to be $900.00.

John H. Hopkins, 3rd,

Clerk.

Filed 13 October, 1950.

CERTIFICATE OF PUBLICATION

J.H.H. No. 68 Equity

Annapolis, Md. November 6, 1950

We hereby certify, that the annexed Order Nisi-Eq. #10,039-HOWARD REICHEL 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 13th day of November, 1950. The first insertion being made the 16th day of October, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By. R. L. Brown.

No. E.C. 2135

FINAL ORDER

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 15th day of November, 1950, that the sale made and reported by William W. Townshend, Jr., Attorney, 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 Ni Si passed in this cause; and it is hereby further ordered that the said Assignee be allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Benjamin Michaelson,

Judge.

Filed 16 November, 1959

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 17, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Personal Property of Howard Reichel in ac.

To Assignee for Commissions, viz:	90.00	90.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	13,00	
Auditor- stating this account	9.00	32.00
To Assignee for Expenses, viz:		
Capital-Gazette Press- advertising sale	31.89	
Capital-Gazette Press- order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
Globe Indemnity Co.- bond premium	16.00	
George W. Scible-auctioneer's fee	10.00	
Clerk of Court- recording assignment	.75	
Margaret B. Hendrix- notary fees	1.00	69.64
To Walter H. Robeck, mortgagee- this balance on account mortgage claim	708.36	708.36
		900.00
Amount of mortgage claim filed	4,068.71	
Cr. Amount allowed as above	708.36	
Balance due	3,360.35	

J.H.H. No. 68 Equity

with William W. Townshend, Jr., Assignee — Cr.

1950			
Oct. 12	Proceeds of Sale	900.00	900.00
			900.00

Filed 20 November, 1950

ORDER NISI

ORDERED, This 20 day of November, 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 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 23 day of December next.

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

John H. Hopkins, 3rd, Clerk.

Filed 20 November, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 29, 1950.

We hereby certify, that the annexed Order Nisi- Eq. #10039 AUDITOR'S ACCOUNT-HOWARD REICHEL was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of December, 1950. The first insertion being made the 21st day of November, 1950.

THE CAPITAL GAZETTE-PRESS, INC.,

No. E.C. 8073. By ____ _____

Filed 2 January, 1951.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 2d day of January, 1951, 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 2 January, 1951.

IN THE MATTER OF A DEED OF TRUST FROM LEROY E. COLE and VIRGINIA A. COLE, HIS WIFE.	:	No. 9861 IN EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY.

. . . . . .

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please docket suit in the above entitled case and file the original Deed of Trust from Leroy E. Cole and Virginia A. Cole, his wife, to Oliver M. Walker, W Laird Dunlop,III, and George H. Schmidt, Trustees, dated October 14, 1947, and recorded among the land recorda

of Anne Arundel County in Liber J.H.H.439,folio 429, as Exhibit A, and enter our appearance for the Trustees.

MARSHALL, CAREY, DOUB & MUNDY
and
Joseph I. Huesman
Solicitors for Trustees

1706 First National Bank Building
Baltimore 2, Maryland
(Lexington 0266)

George W. Baker, Jr.,
of Counsel

Filed Dec. 23, 1949

240-014

DEED OF TRUST

THIS DEED, made this 14th day of October, 1947, by and between Leroy E. Cole and Virginia A. Cole, his wife, 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 orgainzed and existing under the laws of the State of Delaware, in the principal sum of Six Hundred and 00/100 Dollars ($600.00) 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 Three and 64/100 Dollars ($3.64), commencing on the first day of December, 1947, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 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, to wit:

Lot No. 10, Block C on the Plat of Section 1, of Arundel Village Subdivision, which Plat is recorded in Cabinet 3, Rod A-5, Plat No. 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 5237 Fourth Street.

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, for the renewable term of

ninety-nine years, at and under an annual rent of Sixty Dollars, payable in equal half-yearly instalments on the 14th days of April and October, in each and every year.

Subject to building restrictions and covenants of record:

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, 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; and all fixtures now or hereafter attached to or used in connection wuth the premises herein, described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned; stoves, regrigerators and ranges.

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.

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 such party's sole use and benefit, until default be made in the payment of any indebtedness hereby secured, or in the performance of any of the covenants as hereinafter provided.

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, 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 such party's cost.

Upon a default in the payment of any indebtedness hereby secured or in the performance of any of the terms or conditions hereof as hereinafter provided, the said partyof the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be such trustee's 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 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; First, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, all moneys advanced for costs or expenses, expense of litigation as aforesaid, taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special and assessments, due 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;

Second: 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; third, to reimburse the Veterans Administration for any sums paid by it on account of the guarantee or insurance of the indebtedness secured hereby; and lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, such party's heirs, executors, administrators,or assigns, upon the delivery and surrender to the purchaser, the heirs or assigns thereof, the possession of the premises, less the expense, if any, of obtaining possession.

Party of the first part covenants and agrees as follows:

1. He will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time,without premium or fee, the entire indebtedness,or any part thereof not less than the amount of one installment, or one hundred dollars($100.00),whichever is less.

2. 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) 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, and of which the party of the first part is notified) 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 holder of the note in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated;

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

(11) interest on the note secured hereby; and

(111) 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 an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date hereof, to cover the extra expense involved in handling delinquent payments.

(3) If the total of the payments made by the party of the first part under (a) 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 on subsequent payments to be made by the party of the first part for such items. If, however, such monthly payments shall not be sufficient to pay such items 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. Such payments shall be made within thirty (30) days after written notice from the holder of the note stating the amount of the deficiency, which notice may be given by mail. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions 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 any balance remaining in the funds accumulated under the provisions of (a) 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 amount then remaining in the funds accumulated under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note. In case of the refusal or neglect of the party of the first part to make any payment provided for under (a) of paragraph 2, the holder of the note, may, at its option, make such payment and any sum or sums so paid shall bear interest at four per centum (4%) per annum and shall be secured hereby.

4. The rents, income and profits of said property are hereby assigned to the holder of the note, provided, however, that the party of the first part shall be entitled to collect and retain the said rents, income and profits until default hereunder. Upon a default in the payment of any of the indebtedness hereby secured or in the performance of any of the terms or conditions hereof, the holder of the note shall be entitled, without notice to the party of the first part, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequancy of the property as security for the mortgage debt; and if there be no receiver, the holder of the note may proceed to collect the rents, income, and profits from the property covered hereby.

5. 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 thirty (30) days after demand, shall bear interest at four per centum (4%) per annum from daye of payment and shall be secured by this Deed of Trust.

6. Upon the request of the holder of the note the party of the first part shall execute and deliver a supplemental note or notes for the sum or sums advanced by the holder of the note for the alteration, modernization, improvements, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor or debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor.

In no event shall the maturity extend beyond the ultimate naturity of the note first described above.

7. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

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

9. He will continuously maintain fire and such other hazard insurance as the holder of the note may require in the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, and except when payment for all such premiums has theretofor been made under (a) of paragraph 2 hereof, will pay promptly when due any premiums therefor. , 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.

10. 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 interest at four per centum (4%) per annum.

11. The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove , substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid.

12. If any suit, action, or proceeding whatsoever shall be commenced or prosecuted forthe 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 reasonable 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 interest at four per centum (4%) per annum, and in default of such payment by the party of the first part, the holder of the note may, at its option, make such payment or pay such charge and any sum or sums so paid by the holder of the note shall be secured hereby and bear interest as aforesaid.

13. If the indebtedness secured hereby be guaranteed or insured under the Servicemen's

Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

14. 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 and the term "holder of the note" shall include any payee of the indebtedness hereby secured or any transfer thereof whether by operation of law or otherwise. It is expressly agreed that a default in any prior deed of trust or mortgage or in the payment of the sums required to be paid thereby or required to be paid by the terms of such prior deed of trust, note or mortgage secured thereby, and continuing for a period of thirty-days, shall constitute a default under this deed of trust.

WITNESS the signature(s) and seal(s) of the parties of the first part on the day and year first above written.

Witness: Leroy E. Cole (SEAL)

William O. Hayes, Jr., Virginia A. Cole (SEAL)

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 14th day of October, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Leroy E. Cole and Virginia A. Cole, 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.

William O. Hayes, Jr.,

(NOTARIAL SEAL) Notary Public.

Recorded October 28th,1947 at 12 M. J.H.H. 439,folio 429.

Filed Dec. 23", 1949.

STATEMENT OF CLAIM.

Statement of Claim due Oliver M. Walker, W. Laird Dunlop,111 and George H. Schmidt, Trustees, under Deed of Trust dated October 14, 1947, from Leroy E. Cole and Virginia A. Cole, his wife, to Oliver M. Walker, W. Laird Dunlop,III and George H. Schmidt, Trustees, said Deed of Trust recorded among the Land Records of Anne Arundel County in Liber J.H.H. 439, folio 429; and securing a Deed of Trust Note of even date in the principal sum of Six Hundred Dollars ($600.00) from Leroy E. Cole and Virginia A. Cole, his wife, to Walker & Dunlop, Inc.

Balance due on principal under Deed of Trust, securing Deed of Trust Note of even date	$566.13
Interest at 4% from July 1, 1949,to December 1,1949	9.43
Total Claim as of December 1, 1949	$575.56

Interest accruing per diem from December 1,1949,at 4%on principal balance due of $566.13...
.....$506286)

Oliver M. Walker, Trustee
W. Laird Dunlop, III, Trustees
George H. Schmidt, Trustee.

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this 12th 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 Oliver M. Walker, W. Laird Dunlop,III and George H. Schmidt, and made oath in due form of law that they are the Trustees under the Deed of Trust from Leroy E. Cole and Virginia A. Cole, his wife, dated October 14, 1947 and recorded among the land records of Anne Arundel County in Liber J.H.H. 439, folio 429, and that the aforegoing Statement of Claim is a true and just statement of the amount of debt, claimed under said Deed of Trust, now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Rita Zellinger,

Notary Public.

My Commission expires May 7, 1951.

Filed Dec. 23, 1949.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, OLIVER M. WALKER, W. LAIRD DUNLOP, III and GEORGE H. SCHMIDT, as Principals, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Six Hundred Dollars ($9,600.00) to be paid to the said State or its certain Attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS and dated this 23rd day of January in the year of our Lord one thousand, nine hundred and fifty.

WHEREAS THE ABOVE BOUNDEN Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, under and by virtue of the power and authority contained in a certain Deed of Trust from Leroy E. Cole and Virginia A. Cole, his wife, to said Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, will sell the land and premises described in said Deed of Trust, known as No. 5237 Fourth Street, Arundel Village, mentioned in the preceedings in the case of IN THE MATTER OF A DEED OF TRUST FROM LEROY E. COLE AND VIRGINIA A. COLE, HIS WIFE (In Equity No. 9861), now pebding in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt do and shall well and faithfully perform the trust reposed in them, or that my be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Elizabeth T. Walker	Oliver M. Walker	(SEAL)
Joseph I. Huesman	W. Laird Dunlop, III,	(SEAL)
Joseph I. Huesman	George H. Schmidt	(SEAL)

J.H.H. No. 68 EQUITY

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara

(Corporate Seal)

Attorney - in- Fact.

Filed and Approved this 24" day of January, 1950.

JOHN H. HOPKINS, 3rd, CLERK.

Filed January 24, 1950

Marshall, Garey, Doub & Mundy, Solicitors

TRUSTEE'S SEAL OF

VALUABLE IMPROVED LEASEHOLD PROPERTY

In Arundel Village, Brooklyn, Anne Arundel County, Maryland, being Premises 5237 Fourth Street.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Leroy E. Cole and Virginia A. Cole, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated October 14, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 439 folio 429, default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees will offer for sale at Public Auction in front of the premises on WEDNESDAY, JANUARY 25, 1950 AT 3:00 O'Clock, P.M. all that land and premises described in said Deed of Trust as follows, to wit:

Lot No. 10, Block C 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. 5237 Fourth Street.

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, for the renewable term of ninety-nine years, at and under an annual rent of Sixty Dollars, payable in equal half-yearly instalments on the 14th days of April and October in each and every year.

Said lot having a frontage on the northeast side of Fourth Street of 16 feet, with a depth of even width of 92.5 feet.

Subject to a Deed of Trust from Leroy E. Cole and Virginia A. Cole, his wife to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated October 14, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 378, folio 265. (The balance due under each Deed of Trust will be announced at the Sale).

Subject also to the payment of an annuel ground rent of Sixty Dollars ($60.00) and 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.

TERMS OF SALE: A cash deposit of $500 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase money upon final

ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the date of sale to settlement. All conveyancing, recording, stamp taxes, certificate of title, etc., to be at the cost of the purchaser or purchasers. All other expenses, ground rent and taxes and all other assessments and public charges,including Sanitary District Charges and special paving tax, if any, to be adjusted to date of sale.

TERMS OF SALE to be complied with within 5 days after the 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
TRUSTEES.

E. T. Nutwell Co., Inc., Auctioneer.

EXHIBIT B. AUCTIONEER'S CERTIFICATE.

This is to certify that Oliver M.Walker, W. Laird Dunlop,III, and George H.Schmidt, Trustees, on the 25th day of January, 1950, sold unto Walker & Dunlop, Inc., all the land and premises mentioned in the annexed advertisement at and for the sum of One Hundred Dollars ($100) subject to the Deed of Trust from Leroy E. Cole and Virginia A. Cole, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated October 14, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH 378,folio 265.

E. T. NEWELL & CO., INC.

By John M. Miller, Jr.,
Vice President,

Auctioneer.

Filed February 17, 1950.

REPORT OF SALE

The report of Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt,Trustees, under a certain Deed of Trust from Leroy E. Cole and Virginia A. Cole, his wife, dated the 14th day of October, 1947, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 439, folio 429, respectfully states:

That default having occurred in the payment of the debt secured by the aforesaid Deed of Trust filed in this cause and in the payment of the interest thereon and in the other terms and conditions of said Deed of Trust, your Trustees, acting under the power and authority conferred upon them in the said Deed of Trust and at the request of the party secured, and having complied with all the requirements of law, after giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a newspaper published weekly in Anne Arundel County and having general circulation in said county, for at least four (4) successive weeks prior to the day of sale, and after giving bond with approved security for the faithful performance of their trust, did pursuant to said notice of sale, on the premises on Wednesday, January 25th, 1950, at 3:00 o'clock P.M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said Deed of Trust, situate in Anne Arundel County, State of Maryland, to wit:

Lot No. 10, Block C 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. 5237 Fourth Street.

Said lot having a frontage on the northeast side of Fourth Street of 16 feet, with a depth of even width of 92.5 feet.

Subject to a Deed of Trust from Leroy E, Cole and Virginia A. Cole, his wife, to Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees, dated October 14, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 378, folio 265

Subject also to the payment of an annual ground rent of Sixty Dollars ($60.00) and 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.

And your Trustees sold said property unto Walker & Dunlop, Inc., a body corporate at and for the sum of One Hundred Dollars ($100) subject to the Deed of Trust from Leroy E. Cole and Virginia A. Cole, his wife, to Oliver M. Walker, W. Laird Dunlop,111, and George H. Schmidt, Trustees, dated October 14, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 378, folio 265, (the unpaid balance due on principal under said Deed of Trust is $3,926.73 plus interest at 4% per annum from October 1, 1949), said corporation being at that price the highest bidder therefor.

A memorandum of sale with copy of notice of said sale attached thereto is filed herewith as part hereof and marked "Exhibit B".

Respectfully submitted,

Oliver M. Walker,

W. Laird Dunlop, III,

George H. Schmidt,

Trustees.

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 14th day of February, 1950, 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, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Rita Zellinger,

(Notarial Seal) Notary Public

My Commission expires May 7, 1951

Filed February 17, 1950

ORDER NISI

CERTIFICATE OF PUBLICATION

ANNAPOLIS, MD., February 1, 1950.

We hereby certify that the annexed Notice of Trustee's Sale LEROY E. COLE 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 24th day of January, 1950. The first insertion being made the 28th day of December, 1949.

THE CAPITAL GAZETTE PRESS, INC.,

By R. Lucile Brown

Filed February 17, 1950

J.H.H. No. 68 Equity

AFFIDAVIT ON REPORT OF SALE

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that on this 5th day of April, 1950, 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, and made oath in due form of law that the facts stated in the Report of Sale heretofore filed by them in the above entitled proceedings are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS MY HAND AND Notarial Seal.

Rita Zellinger,

(NOTARIAL SEAL) Notary Public

My Commission expires May 7, 1951.

FILED April 10", 1950

ORDER NISI

Ordered, this 17" day of February, 1950, 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 20" 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 20" day of March, next.

The report states that the amount of sales to be $100.00 and subject to a Deed of Trust, dated Oct. 14, 1947, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 378, folio 265.

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

JOHN H. HOPKINS, 3rd, Clerk.

Filed 17 February, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1950

We hereby certify, that the annexed Order Nisi, Eq. #9861 Sale - LeRoy E. Cole 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 the20th day of March, 1950. The first insertion being made the 22nd day of February, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. Mc. 5367 By R. L. Brown.

Filed March 31, 1950

FINAL ORDER

ORDERED BY THE COURT, This 10th day of April, 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,

A. J.,

Filed April 10", 1950

J.H.H. No. 68 Equity.

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. June 13, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. In the Matter of a Deed of Trust from Leroy E. Cole and Virginia A. Cole, his wife,in ac..

To Trustees for Commissions, as provided in deed of trust, viz:	1.00	1.00
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	21.50	
Auditor- stating this account and furnishing three copies	11.50	43.00
To Trustees for Expenses, viz:		
Capital-Gazette Press-advertising sale	48.00	
Capital-Gazette Press- order nisi on sale	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
U.S. Fidelity & Guaranty Co.-bond premium	38.40	
E. T. Newell & Co. ,Inc. auctioneer's fee	25.00	
Rita Zellinger - notary fees	2.00	123.40
To Trustees for Taxes, viz:		
1950 State and County Taxes ($53.12-adjusted to 1/25/50	3.63	3.63
To Trustees for Benefit Charges, viz:		
Water main and sewer benefit charges ($6.85 - adjusted to 1/25/50)	.45	
Metered water to 12/15/49	5.72	6.17
		177.20
Amount of mortgage claim filed	575.56	
Interest from 12/1/49 to 1/25/50	3.52	
Overpayment by Trustees	77.20	
	656.28	

with Oliver M. Walker, W. Laird Dunlop,III, and George H.Schmidt, Trustees, Cr.

1950		
Jan. 25 Proceeds of Sale	100.00	100.00
Amount overpaid by Trustees	77.20	77.20
		177.20

Filed 21 June , 1950

ORDER NISI

ORDERED, This 21st day of June, 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 21st day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

John H. Hopkins, 3rd, _____

Filed 21 June, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 25, 1950

We hereby certify that the annexed Order Nisi-Eq. #9861-Auditor's Account, LeRoy Cole,

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,1950. The first insertion being made the 28th day of June,1950.

No.Mg.7012 THE CAPITAL GAZETTE PRESS, INC.,
By R.L.Brown.

Filed 26 July 1950

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY. FINAL ORDER

County:

ORDERED BY THE COURT, this 27th day of July, 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.

Benjemin Michaelson,

A. J.

Filed 27 July, 1950.

IN THE MATTER OF THE	:	NO. 9959 EQUITY
SALE OF THE	:	
MORTGAGED REAL ESTATE	:	IN THE
OF	:	CIRCUIT COURT
S. RICHARD GIAMPA and	:	FOR
KATIE MAE GIAMPA, his wife.	:	ANNE ARUNDEL COUNTY.

: : : : : : : :

ORDER TO DOCKET SUIT.

Mr. Clerk:

Please record assignment, docket the above case, enter my appearance and file original mortgage for purpose of foreclosure.

Marvin I. Anderson,

Assignee.

Filed May 22", 1950

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 12th day of May in the year one thousand nine hundred and forty-eight, by and between S. RICHARD GIAMPA (I) and KATIE MAE GIAMPA, his wife, parties of the first part, and VICTOR S. MYERS, party of the second part:

WHEREAS, the said parties of the first part stand justly and bona fide indebted unto the said party of the second part in the full and just sum of ELEVEN THOUSAND ($11,000.00) DOLLARS, current money of the United States, being for part of the purchase price for the hereinafter described real estate, and for which sum the said parties of the first part have executed and delivered their one joint and several negotiable promissory note, bearing even date herewith, and being for the said sum of ELEVEN THOUSAND ($11,000.00) DOLLARS, drawn payable to the order of the said party of the second part, together with interest thereon at the rate of five (5%) per centum per annum; said principal and interest payable in quarterly installments of ONE HUNDRED NINETY-EIGHT ($198.00) DOLLARS, (with the privilege of making larger payments in any amount) on the 12th day of each and every third month after date, until paid; each installment when so paid to be applied first to the payment of the interest on the amount of principal remaining unpaid, and the balance thereof credited to the principal.

AND it is expressly agreed that if default be made in the payment of any one of the aforesaid installments when and as the same shall become due and payable, then in that event , the unpaid balance of the aforesaid principal sum and accrued interest shall at the option of

the holder of said note at once become and be due and payable. and wishing to better secure the punctual payment of said note by the execution of this Mortgage, which was a condition precedent to the making of said note.

NOW, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of Ten ($10.00) Dollars, the said parties of the first part do grant unto the said party of the second part, in fee simple, all that piece or parcel of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, to wit:

BEING all of that tract or parcel of land situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, near Annapolis Junction,and being described as follows:

BEGINNING for the same at the Northeast corner boundary of the whole tract, as the same was conveyed to Louis Roth by Ridgely P. Melvin and wife, which said place of beginning being in the County Road running toward Annapolis Junction and thence following the line of said road in a Westerly direction 40 feet, thence leaving said road and following the outlines of the tract of land conveyed by the above named Louis Roth to Charles A. Bowman 1500 feet, thence following in the outline of said tract North 82½ degrees West 700 feet, thence North 5½ degrees West 1000 feet, thence North 82½ degrees West 360 feet, thence North 5½ degrees West 240 feet to the aforesaid County Road, thence with the line of said road 170 feet to the lines of the property heretofore conveyed to Pleasant N. Brener and wife, thence South 5 degrees East 800 feet, thence South 75 degrees West 420 feet to the waters of the Patuxent River, thence following the meanderings of said river to the Southwest corner boundary of the whole tract, thence following the lines of said tract South 82½ degrees East 1357 feet, thence North 5½ degrees East 2789 feet to the beginning, containing seventy (70) acres of land, more or less.

SAVING AND EXCEPTING, however, from the above seventy (70) acres, the following two tracts of land;

(1) All that tract of land which was granted and conveyed by the said John L.Beach and wife to Peter Kupris and wife by Deed dated October 1, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. 386, folio 1, containing two (2) acres, more or less.

(2) All that tract of land granted and conveyed by the said John L. Beach and wife to Paul F. Bock and wife, by Deed recorded among the aforesaid land records on January 17th, 1948, containing 3.65 acres of land, more or less, in Liber J.H.H. No. 452,folio 12.

BEING the same land which the parties of the first part hereto obtained by Deed from Victor S. Myers and Louise Marlow Myers, his wife, bearing even date herewith, and intended to be recorded among the aforesaid Land Records immediately prior hereto.

AND, for the consideration aforesaid, the parties of the first part hereto grant and quit-claim unto the parties of the second part all of their right, title and interest in and to the 3.65 acre tract above mentioned and excepted, which the parties of the first part acquired by quit-claim Deed from the said Victor S. Myers and wife, bearing even date herewith and intended to be recorded immediately prior hereto among the aforesaid Land Records.

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 party of the second part his heirs and assigns forever.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid the aforesaid notes, according to the tenor thereof, 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 parties of the first part shall possess the aforesaid property, upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed, on said hereby mortgaged property; which taxes, assessments, public dues, charges, mortgage debt and interest the said parties of the first part for themselves, and for their heirs, executors, administrators 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, or any part of either one of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt shall be deemed due and demandable; and it shall be lawful for the said party of the second part, his heirs and assigns, or Frank W. Stephen, his or their attorney or agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her ot their heirs or assigns, and which sale shall be made in 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, Maryland, which time, place, manner and terms of sale shall be fixed by the party or parties selling; 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 all taxes assessed on the property hereby mortgaged, overdue and paid by the mortgagee or holder of this Mortgage, and commissions to the part_ making sale of said property equal to the commissions allowed trustees for making sale of property by virtue of a decree of the Circuit Court for Anne Arundel County, sitting in equity; SECONDLY, to the payment of all claims of the said Mortgagee, his personal representatives and assigns under this Mortgage whether the same shall have been matured or not, and the surplus, if any, shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND IT IS FURTHER AGREED that if the property aforesaid shall be advertised for sale and not sold under the provisions of this Mortgage, then the party or parties rightfully so advertising the same shall be entitled to one-half the commission above provided, computed on the amount of the debt hereby secured and remaining unpaid, expenses of advertisement, and other legal costs.

AND the said parties of the first part for themselves and for their heirs, executors, administrators and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the hereby mortgaged land to the amount of at least ELEVEN THOUSAND ($11,000.00) Dollars, and to cause the policy, to be effected thereon to be so framed or indorsed, as, in case of fire, to insure to the benefit of the said party of the second part, his personal representatives and assigns to the extent of his, her or their lien or claim hereunder.

WITNESS their hands and seals on the day and year first above written.

TEST:
Helen C. Creech — S. RICHARD GIAMPA, (I) (SEAL)

Helen C. Creech — KATIE MAE GIAMPA (SEAL)

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

I HEREBY CERTIFY that on this 12th day of May, in the year of our Lord one thousand nine hundred and forty-eight, before the subscriber, a Notary Public of the said State of Maryland, in and for the County aforesaid, personally appeared in said State and County S. RICHARD GIAMPA (I) and KATIE MAE GIAMPA, his wife, grantors in the aforegoing deed and each acknowledged the foregoing Mortgage to be their act.

WITNESS my hand and official seal.

(NOTRIAL SEAL) HELEN C. CREECH

My Commission expires 5/2/49 Notary Public, Md.

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

I HEREBY CERTIFY that on this 12th day of May in the year one thousand nine hundred and forty-eight before the subscriber, a Notary Public of the State of Md.,in and for Prince George's County, aforesaid, personally appeared in said State and County Victor S.Myers the within-named Mortgagee, and made oath in due form of law, that the consideration mentioned in the foregoing Mortgage is true and bona fide, as therein set forth.

WITNESS my hand and official seal.

(NOTARIAL SEAL) HELEN C. CREECH,

My Comm expires 5/2/49 Notary Public, Md.

Recorded May 14th,1948 at 3:00 P.M. J.H.H. No. 469,foli 173.

SHORT ASSIGNMENT

FOR VALUE RECEIVED I hereby assign the within Mortgage to Marvin I. Anderson, for the purpose of foreclosure only.

WITNESS my hand and seal this 16th day of May, 1950.

TEST: Winston C. Clay — Victor S. Myers (SEAL)

Recorded 22 May,1950 at 2:20 P.M. Liber J.H.H. 469 folio 175.

B O N D .

Know All Men by these Presents, That, I, Marvin I. Anderson of Annapolis, Anne Arundel County, Maryland, and the National Surety Corporation of the State of New York are held and firmly bound unto the State of Maryland in the full and just som of Ten thousand dollars, current money, to be paid to the said State or its certain Attorney to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 24" day of May in the year Nineteen hundred and fifty.

WHEREAS by Deed of Mortgage from S. Richard Giampa and wife to Victor S. Myers dated May 12, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 469 folio 173, power was given to the said Victor S. Myers in case of default being made in the payment of the money secured thereby or the interest thereon to accrue, or in any part of either of them at the time limited for the payment of same or in any agreement, covenant or condition of said mortgage, for him the said Victor S. Myers his heirs or

assigns to sell the property in said mortgage described.

And, Whereas, the said Marvin I. Anderson by assignment duly executed and recorded became the assignee of said mortgage and as such clothed with all rights and powers conferred thereby on the mortgagee.

And Whereas default has been made in the payment of said mortgage debt and interest and the said Marvin I. Anderson under said power is about to sell said property.

Now the condition of the above obligation is such that if the above bounden Marvin I. Anderson does and shall abide by and fulfill any order or decree which shall be passed by any Court in 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:

Myrtle Sturm — Marvin I. Anderson, (SEAL)

As to Surety — National Surety Corporation

Myrtle Sturm — By Marvin I. Anderson,

(Corporate Seal) — Attorney-in-Fact

Mr. Clerk:

Please file and approve.

John H. Hopkins, 3rd, Clerk.

May 24", 1950

Filed May 24", 1950

STATEMENT OF MORTGAGE CLAIM.

Unpaid balance due on principal of mortgage as of February 15,1950	$10792.84
Interest from February 15,1950 to June 17,1950	182.86
	$10975.70

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 27th day of May in the year 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Victor S. Myers and made oath in due form of law that the above statement is correct.

Witness my hand and seal Notarial.

Geneva H. Anderson,

(Notarial Seal) — Notary Public.

Filed June 1", 1950.

(EXHIBIT "A")

ASSIGNEE'S SALE

OF

VALUABLE FARM AND IMPROVEMENTS NEAR ANNAPOLIS JUNCTION ON THE PATUXENT RIVER, ANNE ARUNDEL COUNTY, MD.

By virtue of the power of sale contained in a mortgage from S. Richard Giampa and wife dated May 12th, 1948, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. 469, folio 173, the undersigned Assignee, default having occurred under said mortgage, will offer at public sale on the premises,

SATURDAY JUNE 17, 1950 at 2 o'clock p.m.

All the property which is fully described in said mortgage containing 70 acres, more or

less, conveyed to Peter Krupis and wife by deed dated October 1, 1946, and recorded among the aforesaid Land Records of Anne Arundel County in Liber J.H.H. 386,folio 1, and 3.65 acres, more or less, conveyed to Paul F. Bock and wife by deed dated February 28, 1947 and recorded among the Land Records aforesaid in Liber J.H.H. 452, folio 8.

Including, however, all the right, title and interest of the said mortgagors, if any in and to said 3.65 acre tract acquired by the Mortgagors by deed dated May 12, 1948 and recorded among the Land Records aforesaid in Liber J.H.H. 469,folio 176, it being expressly stated in said deed that it was conveyed to the mortgagors herein subject to such liens and judgments, of any, as may be a lien upon said 3.65 acres.

Improved by a seven room frame house with bath, basement ,composition roof,electircity, pump and outbuildings. This property has a considerable frontage on the Patuxent River, a 40ft. frontage on the County Road on the east and a 10 foot right-of-way on the west and is not far from the new Washington-Baltimore highway right-of-way and the B. and O. Railroad.

TERMS OF SALE:- A deposit of $1000.00 will be required of the purchaser at the time and place of sale and the balance of the purchase money with interest at 6 per cent thereon from day of sale to be paid in cash on ratification of the sale by the Court. Taxes to be adjusted to day of sale.

For further particulars, apply to

MARVIN I. ANDERSON, Assignee.
20 West Street, Annapolis, Md.

Geo. W. Scible, Auctioneer.

Filed June 20", 1950

PURCHASER'S CERTIFICATE.

This is to certify that I have this day purchased at public auction Marvin I. Anderson, Assignee, the property herein described at and for the sum of Nine Thousand Five hundred dollars and agree to comply with the terms of sale.

Witness our hands and seals this 17th day of June, 1950.

Victor S. Myers (Seal)

AUCTIONEER'S CERTIFICATE

This is to certify that I have this day sold at public auction for Marvin I. Anderson, Assignee, the property herein described to Victor S, Myers, at and for the sum of Nine thousand five hundred dollars, and that said sale was fairly made.

Witness my hand and seal this 17th day of June, 1950.

George W. Scible. Auctioneer.

Filed June 20, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 28, 1950.

We hereby certify, that the annexed Notice of Assignee's Sale, S. Richard Giampa, 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 June 1950. The first insertion being made the 24th day of May, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

MG. 5149 By R. L. Brown,

Filed 24 July, 1950

J.H.H. No. 68 Equity

REPORT OF SALE .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Marvin I. Anderson, the assignee for the purpose of foreclosure, respectfully shows:

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner, and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale and by hand bills posted upon the premises and distributed in the vicinity of the premises, he did, pursuant to said notice, attend at the premises on Saturday, June 17, 1950, at two o'clock P.M., the time and place so advertised, and then and there proceeded to sell said real estate, being all of the property described in said mortgage described, with the improvements thereon, to Victor S. Myers for the sum of nine thousand five hundred ($9,500.00) dollars, he being the highest bidder for the property. (A copy of the hand bill, purchaser's agreement, and auctioneer's certificate are filed herewith, marked "Exhibit 'A'").

Marvin I. Anderson,

ASSIGNEE .

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 20 day of June, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the assignee, and made oath in due form of law that the matters and facts stated in the aforegoing report of sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain, therefor.

Witness my hand and seal Notarial.

Myrtle Sturm,

(Notarial Seal) Notary Public.

Filed June 20", 1950

ORDER NISI

ORDERED, this 20" day of June, 1950, That the sale of the property mentioned in these proceedings made and reported by Marvin I. Anderson, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20" 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 20" day of July next.

The report states that the amount of sales to be $9,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy; Test:

John H. Hopkins, 3rd, Clerk.

Filed 20 June, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. July 25,1950

We hereby certify that the annexed Order Nisi - Eq. #9959 S. RICHARD GIAMPA was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County Maryland, once a week for 3 successive weeks before the 20th day of July,1950. The first insertion being made the 21st day of June, 1950.

No. GG. 7004

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

Filed 25 July, 1950

J.H.H. No. 68 Equity

FINAL ORDER.

ORDERED BY THE COURT, This 26th day of July, 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 26 July, 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. August 1, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor

Dr. In the Matter of the Sale of the Mortgaged Real Estate of S. Richard Giampa and Wife in ac.

To Assignee for Commissions, viz:	315.00	315.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	13.50	42.25
To Assignee for Expenses, viz:		
Capital-Gazette Press- advertising sale	22.50	
Capital-Gazette Press - Order nisi (sale)	5.00	
Capital-Gazette Press - Order nisi (acct)	5.00	
The Barrett Printing Co.-handbills & tax	8.67	
The Evening Star Newspaper Co.-advertising sale	2.45	
The News Leader- advertising sale	1.50	
The A. S. Abell Co.,-advertising sale	2.10	
National Surety Corp.- bond premium	40.00	
George W. Scible- auctioneer's fee	30.00	
One-half Federal revenue stamps	5.23	
One-half State revenue stamps	5.22	
Geneva H. Anderson- notary fee	.50	
Myrtle Sturm- notary fee	.50	128.67
To Assignee for Taxes, viz:		
1949 State and County taxes	45.44	
1950 State & County Taxes (adj.) 168 days)	17.22	62.66
To Victor S. Myers, mortgagee- this balance on account mortgage claim	8,951.42	8,951.42
		9,500.00
Amount of mortgage claim filed	10,975.70	
Cr. Amount allowed as above	8,951.42	
BALANCE SUBJECT TO DECREE IN PERSONAM	2,024.48	

J.H.H. No. 68 Equity

With Marvin I. Anderson, Assignee,

1950			Cr
June 17	Proceeds of Sale	9,500.00	9,500.00
			9,500.00

Filed August 3", 1950

ORDER NISI

ORDERED, This 3rd day of August, 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 1st day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of September next.

John H. Hopkins, 3rd, Clerk.

Filed August 3, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 2, 1950.

We hereby certify, that the annexed Order Nisi - Eq. #9959 Auditor's Account-S. RICHARD GIAMPA was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of August, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

No. Mg. 5049

Filed 7 September, 1950

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 6th day of September, 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 6 September, 1950.

Benjamin Brooks, 255 West Street, Annapolis, Maryland.	:	No. 9979 Equity
	:	In the
vs	:	Circuit Court
Dora Fribush 811 Quincy Ave., NW., Washington, D. C,	:	for
	:	Anne Arundel County

; ; ; ; ; ; ;

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your Orator humbly complaining says:

1. That Jacob Brooks during his lifetime and at the time of his death which occurred on the 5th day of March, 1946, was seized and possessed of the following parcels of real

estate lying, being and situate in Anne Arundel County, Maryland, and described as follows:

(a) Nos. 253, 255 and 257 West Street acquired by deed dated May 2, 1930, from George A. Kratsch and Gertrude D. Kratsch, his wife, to Jacob Brooks and Benjamin Brooks, his brother, as tenants in common, recorded among the Land Records of Anne Arundel County in Liber F.B.R. No. 71, folio 449.

(b) Lot in Munroe Court acquired by deed dated January 11, 1937, from James I. Applestein and wife, et al., to Jacob Brooks recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 160, folio 1.

(c) Nos. 149, 151, 153, 155 and 159 King George Street and property in rear of Martin Street acquired by deed dated July 16, 1937, from Elizabeth M. Brady, et, al, recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 168, folio 82.

(d) Lot E in Block No. 37, Lots K. L. and M in Block No. 42, Lots A and B in Block 61 and Lot D in Block No. 65 according to a plat entitled "Revised Plat of Arundel on the Bay acquired by deed dated September 29, 1938, from Arundel on the Bay Properties, Inc., to Jacob Brooks recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 189, folio 326.

(e) Property in the rear of West Street property acquired by deed dated December 31, 1938, from Carolyn L. Healy, widow, to Jacob Brooks and Benjamin Brooks, as tenants in common, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 193, folio 235.

(f) Lot No. 18 in Block "K" Spa View Heights acquired by deed dated September 24,1941, from J. Oliver Clark, Assignee, to Jacob Brooks and Benjamin Brooks, as tenants in common recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 246,folio 12.

(g) A 99 year lease on Lot No. 17 in Block "K" Spa View Heights acquired by lease dated April 25, 1945, from Charles G. Bertstein and Elizabeth G. Bernstein, his wife, to Jacob Brooks recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 326, foliot 481.

Certified copies of the above being filed herewithas Plaintiff's Exhibits Nos. 1 to 7 inclusive.

2. That being so seized and possessed the said Jacob Brooks died intestate and left surviving him as his only heirs at law to whom the title to the said reakty devolved by operation of law:

(a) A widow, Reba Brooks.

(b) A brother, Benjamin Brooks.

(c) A sister, Dora Fribush.

(d) A sister Anna Wolf.

(e) A sister, Bessie Snyder.

(f) A brother, Harry Brooks.

All of the said heirs mentioned herein being sui juris.

3. That by deed dated the 16 day of September, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 343, Reba Brooks, widow, Benjamin Brooks, divorced, Anna Wolf and Michael Wolf, her husband, Bessie Snyder, widow,Harry Brooks and Jeannette Brooks, his wire, transferred all their right, title and interest in

the said realty to George B. Woelfel, Trustee, who in turn executed the trust reposed in him and conveyed the same unto your orator Benjamin Brooks by deed dated the 16th day of September 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 347, certified copies of said deeds being filed herewith as Plaintiff's Exhibits Nos. 8 and 9.

4. That your Orator is now the owner of an undivided 9/10ths interest in all of the realty owned by Jacob Brooks at the time of his death and his sister Dora Fribush is the owner of the other 1/10th interest.

5. That the said property cannot be divided in kind without material loss or injury.

6. That letters of administration have been taken out on the estate of Jacob Brooks and all bills have been paid.

To the end, therefore:

1. That a trustee may be appointed by this Honorable Court to sell the property mentioned in these proceedings and divide the money arising therefrom amongst those entitled to the same according to their respective interest.

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

And as in duty bound, etc.,

George B. Woelfel,

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

Filed June 14", 1950

Plain. Exhibit No. 1 Examiner's Exh. No. A.

D E E D.

THIS DEED made this second day of May in the year 1930, by and between George A. Kratsch and Gertrude D. Kratsch, his wife, hereinafter called parties of the first part, or grantors, and Jacob Brooks and Benjamin Brooks, his brother, hereinafter called parties of the second part, or grantees, WITNESSETH:

THAT for and in consideration of the sum of Five (5%) Dollars and other good and valuable considerations moving from the parties of the second part, the receipt whereof is by said parties of the first part is hereby acknowledged, the said George A. Kratsch and Gertrude D. Kratsch, his wife, do hereby grant and convey unto the said Jacob Brooks, and Benjamin Brooks, his brother, their heirs and assigns, in fee simple, as tenants in common; all that lot or parcel of ground lying, being and situate on the south side of West Street, in the City of Annapolis, Maryand, having a frontage on said street of seventy-seven and two tenths (77.2) feet more or less and a depth therefrom of one hundred forty two (142) feet more or less, said property being now improved as street numbers 253, 255, and 257 West Street, Annapolis, Maryland.

BEING the same land which was granted and conveyed by Harry W. Elliott and wife to Fannie Baker and Max Baker, her husband, by deed dated the 28th day of December, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 73, folio187, the entire fee simple title having become vested in said Fannie Baker, by the death of her husband on the 19th day of July 1925, and being the same property which was conveyed to the grantors herein by Ridgely P. Melvin, Attorney, by deed dated the 3rd day of May 1929 and recorded among the aforesaid Land Records in Liber F.S.R. No. 44, folio 345.

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

TO HAVE AND TO HOLD the above described parcel of land unto and to the proper use and benefit of the said Jacob Brooks and Benjamin Brooks, his brother, their heirs and assigns in fee simple, as tenants in common, share and share alike.

AND the said parties of the first part do hereby covenant that they will Warrant Specially the title to the property hereby intended to be conveyed and that they will execute such other and Further Assurances Thereof as may be requisite.

WITNESS The Hands and Seals of The Grantors.

Test: George A. Kratsch (SEAL)

Mary M. Munroe. Gertrude D. Kratsch (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I hereby certify that upon this second day of May, in the year 1930, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared George A. Kratsch and Gertrude D. Kratsch, his wife, and acknowledged the aforegoing deed to be their act.

WITNESS my hand and seal Notarial.

Mary M. Munroe,

(Notary Seal) Notary Public.

Recorded 2 May, 1930, at 1 P.M.,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed was truly taken and copied from Liber F.S.R. No. 71, folio 449, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 2nd day of June, A. D., 1950.

John H. Hopkins, 3rd, Clerk.

Filed June 14, 1950

Plain. Exhibit No. 2. Examiner's Exh. "B"

D E E D .

THIS DEED, made this 11th day of January, in the year 1937, by and between JAMES I. APPLESTEIN and MOLLIE APPLESTEIN, his wife, of the City of Annapolis, Maryland, and EMANUEL APPLESTEIN, And SARAH APPLESTEIN, his wife, of Montgomery , West Virginia, hereinafter called parties of the first part, and JACOB BROOKS, of Annapolis, Maryland, hereinafter called party of the second part, Witnesseth:

THAT for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all the following lot of ground in the City of Annapolis, Maryland, situate on West Street and being designated as Lot No. 26 on the Plat of the Munroe Estate made by Walter C. Munroe, Civil Engineer, in February 1922, and described as follows:

BEGINNING for the same at a point on the east side of the main 30 foot street leading from West Street through the Munroe Estate, the said point of beginning being distant south 79° 50' west 104.58 feet, as measured along the north property line of West Street, from

the southeast corner of Lot No. 34, and also from the southeast corner of the entire lot of ground known as "The Munroe Estate", thence along the east side of the said 30 foot roadway north 9° 7' west 130.05 feet to the southwest corner of Lot No. 26, and point of beginning, and running from the said point of beginning with the divisional line of Lots Nos. 26 and 31 as resurveyed and revised in February, 1922, north 79° 50' east 104.73 feet to the outlines of the entire plot of ground; thence with the said outlines and binding on the property of R. G. Chaney north 8° 52' west 80.5 feet, thence leaving the outlines and running southwesterly 115.5 feet, more or less, to the east side of the said 30 foot road, thence with the same southeasterly 43.80 feet to the beginning.

BEING the identical property which was conveyed unto James I. Applestein, et al by Charles F. Lee, et al, by deed dated the 17th day of May, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W . No. 55 folio 318.

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

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

AND the said parties of the first part do hereby 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 grantors.

WITNESS:

MARY M. HOFF

JAMES I. APPLESTEIN (SEAL)

MOLLIE APPLESTEIN (SEAL)

EMANUEL APPLESTEIN (SEAL)

SARAH APPLESTEIN (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that upon this 13th day of January in the year 1937, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared James I. Applestein and Mollie Applestein, his wife, and each acknowledged the aforegoing deed to be their respective act and deed.

WITNESS my hand and seal Notarial.

MARY M. HOFF

(NOTARIAL SEAL) NOTARY PUBLIC

STATE OF WEST VIRGINIA, COUNTY OF FAYETTE, to wit:

I HEREBY CERTIFY, that upon this 11th day of January, in the year 1937, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Emanuel Applestein and Sarah Applestein, his wife, and each acknowledged the aforegoing Deed to be their respective act and deed.

WITNESS my hand and seal Notarial.

(NOTARIAL SEAL) MORRIS S. FUNT N. P.

My Commission expires January 28, 1946.

Recorded January 21, 1937 at 12 M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed was truly taken and copied from Liber F.A.M. No. 160, folio 1, 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 1st day of June, A. D., 1950.

John H. Hopkins, 3rd, Clerk.

Filed June 14, 1950

Plain. Exhibit No. 3 Examiner's Exh. "C"

D E E D

(INT. REV. STAMPS $6.00)(MD. STATE STAMPS $6.00)

THIS DEED, made this 16th day of July, in the year 1937, by and between Elizabeth M. Brady, single, and Anna S. Brady Wilson, widow, hereinafter called parties of the first part, and the Annapolis Mortgage Company,a body corporate, hereinafter called party of the second part, and Jacob Brooks, hereinafter called party of the third part.

WHEREAS, the said party of the second part is the holder of a mortgage on the property hereinafter mentioned and described, said mortgage being dated the first day of November, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 61, folio 386, and assigned by short assignment dated July 23rd, 1935, said party of the second part joining in this deed for the purpose of releasing the lote of ground hereinafter described from the legal operation and effect of the aforesaid mortgage, retaining it's lien however on all other property in the said mortgage mentioned.

NOW, therefore, this Deed Witnesseth; That for and in consideration of the premises and the further sum of Five Dollars, the said parties of the first and second parts do hereby grant and convey and release unto the said party of the third part, his heirs and assigns in fee simple, all those lots or parcels of ground lying, being and situate in the City of Annapolis, Maryland, and more particularly described as follows:

1. Beginning for the same at a point on the southwest side of King George Street, said point being distant N 50° 52' 10" W 111.5 feet from the corner formed by the intersection of the said side of King George Street with the north side of East Street, said point being also at the end of the third line of the description contained in a deed from W. Gilbert Gott (single) and Helen C. Gott to Carrie W. Gott dated April 14th, 1936, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.A.M. No. 147,folio 504, and running thence with said third line reversed and corrected for Grid north to and along the westerly side of the stucco dwelling erected on said Gott property adjoining on the east and continuing on S 0°55'50"W 27.58 feet to a point on the northerly face of a brick retaining wall, thence leaving said third line reversed and running across the land of the Grantor and with said northerly face of brick retaining wall the 9 following courses and distances, N 84° 31' W 8.27 feet, S. 36° 41' 00" W.4.20 feet; S. 51° 48' W. 8.78 feet S 52° 09' W 8.02 feet, S 57° 42' W 7.92 feet, S 66° 06' W 7.50 feet, S 68° 57' W 7.91 feet, N 86° 21' W 3.15 feet N 73° 38' 00" W 5.16 feet, to a point in the frame partition separating the outhouses erected on the property now being described, from the frame shed erected on the property immediately adjoining thereto on the southwest, thence with said partition the two following courses and distances, N. 85° 29' 10" W 13.15 feet, and N 55° 14' 20" W 22.99 feet, to a point on the northwesterly face of said outhouses and shed, thence with said last mentioned face of shed S 33° 37' 30" W 4.84 feet to an iron pipe there set, thence running N 55° 10' W 14.74 feet to an iron pipe thereset, thence running to include the metal garages erected on the lot now being described the two following courses and distances, S. 76° 31' W 28.14 feet to

the center of a 3.5 diameter Twin Paradise Tree, and S 80° 13' 40" W 46.95 feet to a point on the northeasterly face of a brick retaining wall there situate, thence running with said face of said wall N 34° 58' 30" W 8.16 feet to a point at the end of the third line of the description contained in a deed dated August 1, 1936, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.A.M. No. 152, folio 333, whereby the land was conveyed by Walter L. Brady, Trustee, to P. Elwood Scherger, thence with said line reversed to and along the 5th line reversed of the description contained in a deed dated August 1, 1936, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.A.M. No. 152, folio 331, and corrected for Grid N 39° 39' 20" E 37.45 feet to a point at the beginning of said 5th line, thence with the 4th and 3rd lines reversed in the aforesaid description from Walter L. Brady, Trustee, to Walter Scherger, said 4th and 3rd lines of said last mentioned description being the cords a compound curve to the left and also running along the easterly face of a brick retaining wall there situate, N 5° 33' 40" W 3.85 feet, and N. 31° 31' 40" W 6.50 feet to a point at the end of a 9.25 foot wide alley running from Martin Street to the property hereby conveyed, thence running across the end of said alley N 50° 58' 10" E 9.43 feet to the beginning of a brick retaining wall, said point being on the southerly face of said wall, thence running along said last mentioned wall S 86° 33' 50" E 8.67 feet to the end of said wall, thence running to and along the southwesterly face of a retaining brick/wall S 55° 41' 30" E 10.52 feet to an angle in said wall, thence N 41° 14' 40" E 1.98 feet to another angle in said wall, thence S 52° 46' 40" E 14.67 feet to a point on the southwesterly face of said wall, thence leaving said wall and running to and along the southeasterly face of the frame dwelling erected on the lot immediately adjoining thereto on the northwest known as 163 King George Street and continuing on N 38° 22' 10" E 82.40 feet to the said side of King George Street, thence with said side of King George Street S 50° 52' 10" E 89.68 feet to the point of beginning.

2. Being an alley 9.25 feet wide leading from Martin Street to the property hereby conveyed, to be used in common with other owners of the adjoining properties thereto for the purpose of ingress and egress, said alley being described as follows: Beginning for the same at a point at the end of the 20th line of the first description, said point being also the beginning of the third line of the description contained in a deed dated August 1, 1936,and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.A.M. No. 152, folio 331, whereby the land was conveyed by Walter Brady, Trustee, to Walter R. Scherger and Sarah M. Scherger, thence running with the second line reversed and corrected for grid north of the last mentioned conveyance N 50° 12' 40" W 83.10 feet to the southeasterly side of Martin Street, thence with the said side of Martin Street N 39° 31' 20" E 9.25 feet to a point, thence leaving said Martin Street and running parallel to the first line contained in this description S 50° 12' 40" E 84.93 feet to a point at the beginning of a brick retaining wall said point being on the southerly face of said wall, and being also at the end of the 20th line of said mentioned description, thence along said 20th line reversed S 50° 58' 10" W 9.43 feet to the point of beginning.

The bearings in the above description are referred to the true meridian through the origin of a system of rectangular coordinater located at 38-55 north latitude and 76.35 west longitude.

All as shown on drawing prepared by Clarence F. Shelley and Company, Surveyors and Civil

Engineers, entitled "Properties known as Nos. 149-151-153,155,157 and 159 King George Street and property in rear of Martin Street, Annapolis, Maryland." and dated May 28, 1937.

Being a part of the same property which was conveyed unto Wm. Martin Brady and A. Theodore Brady, as joint tenants and not as tenants in common, by deed dated the ___day of October, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 61, folio 381, the said A. Theodore Brady having departed this life on or about the 17th day of February, in the year 1935, thereby vesting a fee simple title to the said property in William Martin Brady, the said William Martin Brady having departed this life on or about the 3rd day of November, 1936, and by his last will and testament duly admitted to probate in the Orphans Court for Anne Arundel County, said will baing recorded among the Testamentary Records of said County in Liber W.M.H. No. 1, folio 148, he devised the aforementioned property to his two sisters, share and share alike, they being the grantors in this deed.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the said party of the third part, his heirs and assigns, in fee simple.

And the said parties of the first part do hereby 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 parties of the first part and the name of the Annapolis Mortgage Company by Andrew J. Kramer, its executive vice-president with its corporate seal attached duly attested by Jeannette P. Sterling, its Secretary.

WITNESS:

MARY M. HUFF

ATTEST:

JEANNETTE P. STERLING

SECRETARY

(CORPORATE SEAL)

ELIZABETH M. BRADY (SEAL)

ANNA S. BRADY WILSON (SEAL)

ANNAPOLIS MORTGAGE COMPANY

BY ANDREW J. KRAMER

EXECUTIVE VICE PRESIDENT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that upon this 26th day of July, in the year 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elizabeth M. Brady, single, and Anna S. Brady Wilson, widow, and each acknowledged the aforegoing deed to be their act. At the same time also appeared Andrew J. Kramer, executive vice presndent of the Annapolis Mortgage Company and acknowledged the aforegoing deed to be the act of the said Annapolis Mortgage Company.

Witness my hand and seal Notarial.

Mary M. Hoff

(NOTARIAL SEAL) Notary Public

Recorded July 26, 1937, 1:30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber F.A.M. 168, folio 82, one of the Land Record Books for Anne Arundel County.

J.H.H. No. 68 Equity

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 1st day of June, A. D., 1950.

John H. Hopkins, 3rd, Clerk.

Filed June 14, 1950

Plins. Exhibit No. 4 Examiner's Exh. "D"

D E E D .

(INT. REV. STAMP 50¢)(MD. STATE STAMP 50¢)

This Deed , made this 20th day of September, in the year 1938, by and between the Arundel on the Bay Properties, Incorporated, a body corporate of the State of Maryland, hereinafter called party of the first part, and Jacob Brooks, hereinafter called party of the second part.

That for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all those lots or parcels of ground, lying, being and situate in the Second Election District of Anne Arundel County and more PARTICULARLY DESCRIBED AS FOLLOWS:

Being designated as Lot E in Block 17, Lots K, L and M in Block No. 42, Lots A and B. in Block 61 and Lot D in Block 65 according to a plat recorded among the Land Records of Anne Arundel County in Plat Book F. S.R. No. 3, folio 82, entitled "Revised Plat of Arundel-on-the-Bay".

Being a part of the same property which was conveyed unto the said party of the first part by Ben S. Hill, et al, by deed dated the 24th day of June, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 111, folio 261.

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

To Have and To Hold the above described property unto and to the proper use and benefit of the said party of the second part, his heirs and assigns, in fee simple, subject, nevertheless, to the covenants and restrictions of record.

And the said party of the first part does hereby covenant that it will warrant specially the title to the property hereby conveyed and that it will execute such other and further assurances thereof as may be requisite.

Witness the name of the said party of the first part by S. F. Soldano, its Vice President duly attested by H. N. Blaustein, its <u>its</u> secretary, with its corporate seal duly attested.

ATTEST: ARUNDEL ON THE BAY PROPERTIES, INC.,

H. N. BLAUSTEIN By S. F. SOLDANO

SECRETARY VICE-PRESIDENT

(CORPORATE SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 29th day of September, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared S. F. Soldano, vice-president of the Arundel on the Bay Properties, Inc., a body corporate, and he acknowledged the aforegoing deed to be the act of the said body corporate.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) MARY M. HUFF

NOTARY PUBLIC?

RECORDED-October-24-1938-9-A.M.

J.H.H. No. 68 Equity

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY THAT THE AFOREGOING Deed was truly taken and copied from Liber F.A.M. No. 189, folio 326; 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 29th day of May, A. D., 1950.

JOHN H. HOPKINS, 3rd, CLERK.

Filed 14 June, 1950

Pl'n. Exhibit No. 5 Examiner's Exh. E"

D E E D

(INT. REV. STAMP $1.00)(MD. ST. STAMP $1.00)

This deed made this 31st day of December, in the year 1938, by and between Carolyn L. Healy, widow, hereinafter called party of the first part, and Jacob Brooks and Benjamin Brooks, his brother, hereinafter called parties of the second part, WITNESSETH:

That for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said prty of the first part does hereby grant and convey unto the said parties of the second part, their heirs and assigns in fee simple, as tenants in common, all that lot or parcel of ground lying, being and situate in the City of Annapolis, and more particularly described as follows:

Beginning for the same at an iron pipe now set on the north side of a 20.0 foot right of way leading from the property now being described in an easterly direction to Monticello Avenue, the said iron pipe and place of beginning is distant the three following courses and distances from the southwest intersection of the said mentioned Monticello Avenue and West Street,(First Course) from the said mentioned intersection, south 21° 12' 20 seconds east 139.15 feet as measured along the west side of the said Monticello Avenue,(Second Course) still along the west side of the said mentioned Monticello Avenue, South 18° 00' 20 seconds east 40.0 feet to the point of intersection formed by the said mentioned Monticello Avenue and the 20.0 foot right of way first mentioned in this description, which was conveyed to J. Garland Healy by the Coco-Cola Bottling Company, by deed dated March 31, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 359, thence leaving the said mentioned Monticello Avenue and (Third Course) running along the north side of the 20.0 foot right of way, conveyed as aforesaid, south 67° 52' minutes 40 seconds west 116.0 feet to the beginning point of the lot now being described, thence running from the beginning point so fixed, leaving the said 20.0 foot right of way and with part of the western boundary line of a 60.0 foot lot of ground heretofore conveyed by Eva Murray, widow, and Charlotte R. Murray, Matilda Wyse Murray, Katherine C. Murray McComas and Joseph P. McComas, her husband, William Spencer Murray and Ella Rush Murray, his wife, to the Coco-Cola Bottling Company ~~Company~~, by deed dated March 26, 1932, and recorded among the aforesaid Land Records in Liber F.S.R. No. 96, folio 356, north 15° 07' 20 seconds West 40.0 feet to another iron pipe, thence continuing said last mentioned course, north 15° 07' 20 seconds west 2.28 feet to a point in line with the rear building line of the lots fronting on the above mentioned West Street, thence leaving the above mentioned boundary line conveyed as aforesaid to the Coco-Cola Bottling Company and with part of the said mentioned rear line, south 73° 10' 40 seconds west 50.74 feet to an iron pipe heretofore set, thence leaving the said mentioned rear line of the lots fronting on the said West Street and running

ACROSS part of the whole tract hereinafter mentioned, south 15° 34' 20 seconds east 43.23 feet to an iron pipe now set on the north side of another 20.0 foot right of way leading into the first mentioned 20.0 foot right of way, thence running along the north side of the said mentioned right of way, north 72° 08' 40 seconds east 50.46 feet to the place of beginning. Being a part of the said mentioned whole tract conveyed by James M. Munroe, Attorney, Charles F. Lee and John G. Schilpp, Trustees, by J. Garland Healy, by deed dated June 16, 1922, and recorded in the aforesaid Land Records in Liber W.N.W. No. 45, folio 190, said to contain one half acre of land, more or less, which by a survey dated April 14, 1924, made by J.Revell Carr and Albert Pohmer to contain 0.91 acres of land. The above described lot is according to a survey and plat made by J. Revell Carr, December 23, 1938.

AND ALSO a right of ingress and egress to and over the following described parcel of land; Beginning for the same at a pipe at the southwest corner of the entire tract of land heretofore conveyed, being the end of the fourth line of the aforesaid description at the place where the north 72° 08' 40 seconds east 50.46 foot line intersects the south 15° 34' 20 seconds east 43.23 foot line, thence following the courses of the last mentioned line 20 feet to a pipe thence running north 72° 08' 40 seconds east 50.31 feet to a pipe, thence north 67° 52' 40 seconds east 117 feet to the line of Monticello Avenue, thence following the line of Monticello Avenue in a northwesterly direction 20 feet to the property of the Coco-cola Bottling Company thence South 67° 52' 40 seconds west 116 feet to a pipe which is the beginning point in the tract of land above conveyed, thence with the southern extrimity of the tract of land heretofore conveyed south 72° 08' 40 seconds west 50.46 feet, to the place of beginning, as shown on the aforesaid plat to be recorded with this deed, the said right of way being over a part of the 20 foot conveyance from the Coco-Cola Bottling Company of Annapolis, Incorporated, to J.Garland Healy by deed dated March 31st, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 359, and being a part of the property which was conveyed by J. Oliver Clark, Trustee, to J. Garland Healy and Carolyn L. Healy, his wife, as tenants by the entireties, by deed dated the 26th day of January, 1934 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 119, folio 123, the said J. Garland Healy having departed this life on or about the 18th day of February, 1934, thereby vesting a fee simple title in the grantor herein.

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, alleys, waters, privileges and appurtenances thereto belonging or in anywise appertaining, together with the aforesaid right of way.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the parties of the second part, their heirs and assigns, in fee simple, as tenants in common, share and share alike.

AND the said party of the first part does hereby covenant that she will execute such other and further assurances thereof as may be requisite.

Witness the hand and seal of the Grantor.

WITNESS: Carolyn L. Healy (SEAL)

WILLIAM W. TOWNSHEND,JR.,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that upon this 31st day of December, in the year 1938, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Carolyn L. Healy, widow, and she acknowledged the aforegoing deed to be her act.

Witness my hand and seal Notarial.

WILLIAM W. TOWNSHEND, __

(Notarial Seal)

Notary Public

Recorded 31st Dec. 1938, at 10 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY,SCT:

I hereby certify that the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 193, folio 235, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 2nd day of June, A. D., 1950.

John H. Hopkins, 3rd, Clerk.

(COURT SEAL)

Filed June 14, 1950

Pln. RXHIBIT NO. 6. EXAMINER'S EXH. "F"

D E E D

Int. Rev. Stamp $6.05-Md. State Stamp $5.30.

THIS DEED made this 24th day of September, in the year 1941, by and between J.Oliver Clark, Assignee, as hereinafter mentioned and Jacob Brooks and Benjamin Brooks, his brother;

WHEREAS under and by virtue of a power of sale contained in a mortgage from Charles W. Tucker, widower to The Home Owners Loan Corporation dated the 12th day of October 1934 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 132, folio 320 and by short assignment thereof by the aforesaid mortgagee to J. Oliver Clark said assignment being dated 14th day of July 1941 and being duly recorded among the Land Records aforesaid at the foot of the aforesaid mortgage, the said J. Oliver Clark did file the foreclosure suit, post his bond and after having complied with all other prerequisites in said mortgage described and by the law in such cases made and provided, he did,pursuant to the notice heretofore published attend a public auction at the Court House Door in the City of Annapolis, Maryland on Friday August 15, 1941, at 11 o'clock A.M., and then and there sold said property hereinafter described to Jacob Brooks at and for the sum of Five Thousand three hundred ($5,300) Dollars, he being at that figure the highest bidder therefor, and

WHEREAS said sale has been duly reported to the Circuit Court for Anne Arundel County, which said Court after having added the said Benjamin Brooks as an additional purchaser, ratified aforesaid sale to them both, and

WHEREAS the full purchase price having been paid the said Benjamin Brooks and Jacob Brooks, his brother are entitled to a deed therefor.

NOW THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and the further sum of Five ($5) Dollars the said J. Oliver Clark, Assignee as aforesaid, does hereby grant and convey unto the said Jacob Brooks,and Benjamin Brooks, his brother their heirs and assigns, as tenants in common, share and share alike all the right, title, interest and estate of the said Charles W. Tucker, Widower, or of those claiming by,from or under him in and to all that lot or parcel of ground lying, being and situate in the 6th Election District of Anne Arundel County in a development known as Spa View Heights

and being designated as Lot No. 18 in Block No.K as is shown on a Plat of Spa View Heights, recorded among the Land Records of Anne Arundel County in Plat Book Liber G. W. No. 1 Section 3 folio 188 and is more particularly described in Plat Book G. W. No. 1 Section 3 folio 188 is more particularly described as follows:

BEGINNING for the same at the northwest intersection of Granada Avenue and High Street, and running thence with and along said High Street in a northwesterly direction 45 feet to the south line of Lot No. 17, thence with and along the division line of Lot No. 17 and Lot No.18, in Block "K" in a southwesterly direction 117 feet more or less to the old right of way of the Bay Ridge Railroad thence with and along said right of way in a southeasterly direction 45 feet to Granada Avenue, thence with and along said Granada Avenue in a northeasterly direction 117 feet, more or less, to the place of beginning.

BEING THE same property conveyed unto Charles W. Tucker and Lillian Tucker, his wife, by deed dated the 11th day of April 1927 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 11, folio 462. The said Lillian Tucker having departed this life thereby vesting the fee simple title in aforesaid Charles W. Tucker.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Jacob Brooks and Benjamin Brooks, his brother, their heirs and assigns in fee-simple as tenants in common, share and share alike.

WITNESS THE HAND AND SEAL OF THE SAID GRANTOR.

TEST: J. Oliver Clakr, Assignee (SEAL)

Mary M. Hoff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit ;

I Hereby Certify that on this 24th day of September, in the year 1941 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared J. Oliver Clark, Assignee, who acknowledged the aforegoing deed to be his act.

WITNESS MY HAND AND SEAL NOTARIAL.

Mary M. Hoff

(NOTARIAL SEAL) Notary Public

RECORDED 24TH September, 1941, at 11:50 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing Deed was truly taken and copied from Liber J.H.H. 246, folio 12, 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 1st day of June, A. D., 1950.

John H. Hopkins, 3rd, Clerk.

(COURT SEAL)

Recorded 14 June, 1950

PLN. EXHIBIT No. 7 EXAMINER'S EXH. "G"

D E E D

(INT.REV.STAMPS $1.65)(MD. STATE STAMPS $1.30)

THIS LEASE, made this 25th day of April, in the year 1945, between Charles G. Bernstein and Elizabeth G. Bernstein, his wife, hereinafter called parties of the first part, and Jacob

Brooks, hereinafter called party of the second part, Witnesseth:

THAT the said parties of the first part in consideration of the rent hereinafter expressed to be paid, do lease unto the said party of the second part, his executors, administrators and assigns, all that piece or parcel of ground and premises situate, lying and being in the Sixth Election District of Anne Arundel County, in the City of Annapolis, on the west side of High Street and designated as Lot No. 17 of Block "K" on the Plat of the property of Harry L. Ellinghausen and Elizabeth M. Ellinghausen, his wife. recorded among the Land Records of Anne Arundel County, in Plat Book G.W. No. 1, Section No. 3, folio 188, which said lots fronts 45 feet on High Street and runs 117 feet, more or less, to the right of way of the Old Bay Ridge Railroad.

BEING the same property which was conveyed unto the said parties of the first part by Doris M. Rehn, widow, by deed dated the 3rd day of April, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 162, folio 193.

TOGETHER with all improvements, thereon, made, lanes, alleys, ways, waters,easements, and advantages to the said ground belonging or in anywise appertaining.

To be held by the said Jacob Brooks, his executors, administrators, and assigns, for the term of ninety-nine years, beginning on the day of the date of these presents he the said Jacob Brooks, his executors, administrators or assigns, yielding and paying unto the said parties of the first part, their heirs or assigns, the rent or yearly sum of one cent, if demanded, over and above all deductions for taxes and assessments of every kind, levied or assessed, or hereafter to be levied or assessed, on said demised premises, or the rent issuing therefrom. Provided, that if the said rent shall be in arrear, in whole or in part, at any time, then it shall be lawful for the said parties of the first part, their heirs or assigns, to make distress therefor.

And provided also that, if the said rent shall be in arrears in whole or in part, for sixty days, then it shall be lawful for the said parties of the first part, their heirs or assigns, to re-enter upon the hereby demised premises, and hold the same,until all the arrearages of rent thereon, and all expenses incurred by reason of such non-payment, shall be fully paid.

AND the said Jacob Brooks for himself, his heirs, executors, administrators and assigns, covenant with the said parties of the first part, their heirs and assigns, to pay the aforesaid rent, taxes, and assessments when legally demandable.

AND the said Jacob Brooks for himself, his heirs, executors,administrators and assigns, does hereby covenant with the said parties of the first part, their executors, administrators and assigns, that on payment of the said lessee, his heirs,executors, administrators and assigns, of said rent, and performance of all covenants herein on his part to be paid and performed, they the said parties of the first part, their heirs, executors, administrators and assigns, will warrant the property hereby leased from all claims thereon, under or by said lessors or any person claiming by, from or under them, and will execute such further assurances of said property as may be requisite.

ALSO, that at any time during this demise the said parties of the first part, their heirs or assigns, shall on payment to them of ten dollars as renewal fine, execute and deliver or cause to be executed and delivered, to the said Jacob Brooks, his

executors, administrators or assigns, at his or their request and cost, a new lease of the above demised property for another term of ninety-nine years, to commence on the expiration of this, subject to the same rent, and with the same covenants, so that the demise hereby created may be renewable and renewed, from time to time, forever.

WITNESS the hands and seals of the parties hereto.

WITNESS:

Mary M. Hoff.

Charles G. Bernstein (SEAL)

Elizabeth G. Bernstein (SEAL)

Jacob Brooks (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that upon this 25th day of April,in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Charles G. Bernstein and Elizabeth G. Bernstein, his wife, and Jacob Brooks, and each acknowledged the aforegoing lease to be their respective act.

WITNESS my hand and seal Notarial.

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

Recorded 26th April 1945 at 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing lease is truly taken and copied from Liber J.H.H. No. 326, folio 481, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 2nd day of June A.D., 1950.

John H. Hopkins, 3rd, Clerk.

(COURT SEAL)

Recorded 14" June, 1950

Pln. EXHIBIT "8" EXAMINER'S EXH. "H"

D E E D .

NO STAMPS REQUIRED G.B.W. NO TITLE EXAMINATION.

THIS DEED, Made this 16th day of September, 1946, by and between Reba Brooks, widow, Benjamin Brooks, divorced, both of Annapolis, Maryland, Anna Wolf and Michael Wolf, her husband, of Richmond, Virginia, Bessie Snyder, widow, Harry Brooks and Jeanette Brooks, his wife, of Baltimore, Maryland, parties of the first part, and George B. Woelfel, Trustee, party o f the second part.

WITNESSETH, That for and in consideration of the sum of Five Dollars and other good and valuable considerations, the said parties of the first part do hereby grant and convey unto the said party of the second part, his successors or assigns, in fee simple, the following property for the purposes hereinafter mentioned.

All those lots or parcels of ground situate in Anne Arundel County, State of Maryland, described as follows:

1. All that property located on West Street, Annapolis, which was conveyed to Jacob Brooks and Benjamin Brooks by George A. Kratsch and wife, by deed dated May 2, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71, folio 449,and being more particularly described therein.

2. All that property located in Munroe Court, Annapolis, which was conveyed to Jacob Brooks

by James Applestein, et al, by deed dated January 11, 1937,and recorded among the aforesaid Land Records in Liber F.A.M. No. 160, folio 1, and being more particularly described therein.

3. All that property located on King George Street, Annapolis, which was conveyed to Jacob Brooks by Elizabeth M. Brady, et al, by deed dated July 16, 1937, and recorded among the aforesaid Land Records in Liber F.A.M. No. 168, folio 82, and being more particularly described therein.

4. All that property located at Arundel on the Bay, Second Election District, which was conveyed to Jacob Brooks by Arundel on the Bay Properties, Inc., by deed dated September 29, 1938, and recorded among the aforesaid Land Records in Liber F.A.M. No. 189, folio 326, and being more particularly described therein.

5. All that small strip of land located in the rear of the store of Brooks Brothers on West Street, which was conveyed to Jacob Brooks and Benjamin Brooks by Carolyn Healy, widow, by deed dated December 31, 1938 and recorded among the aforesaid Land Records in Liber J.H.H. No. 193, folio 235, and being more particularly described therein.

6. All that property located in Spa View Heights, Annapolis, which was conveyed to Jacob Brooks and Benjamin Brooks, by J. Oliver Clark, Assignee, by deed dated September 24, 1944, and recorded among the aforesaid Land Records in Liber J.H.H. No. 246, folio 12, and being more particularly described therein.

AND the said parties of the first part do further grant, convey and assign unto the said party of the second part, his successors or assigns, all that leasehold property located in Spa View Heights, Annapolis, which was conveyed to Jacob Brooks by Charles Bernstein and wife, by lease dated April 25, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 326, folio 481.

THE aforesaid Jacob Brooks died, intestate, on or about the 5th day of March,1946, leaving as his only heirs at law, his widow, Reba Brooks, and the following brothers and sisters, to wit: Benjamin Brooks, Anna Wolf, Dora Fribush, Bessie Snyder and Harry Brooks.

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

TO HAVE AND TO HOLD the above described property unto the said George B. Woelfel, Trustee, for the purpose of immediately reconveying the same to Benjamin Brooks, his heirs and assigns, in fee simple, and as to the leasehold property, for all of the term of years yet to come and unexpired therein.

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 of the same as may be necessary.

WITNESS the hands and seals of the said parties of the first part.

Witness as to Reba Brooks
widow, and Benjamin Brooks
GEORGE B. WOELFEL — Reba Brooks (SEAL)
Benjamin Brooks (SEAL)

Witness as to Anna Wolf and
Michael Wolf:
Goldie Wolf — Anna Wolf (SEAL)
Michael Wolf (SEAL)

Witness as to Bessie Snyder:
Elsie Willes — Bessie Snyder (SEAL)

J.H.H. No. 68 Equity

Witness as to Harry Brooks and Jeanette Brooks, his wife, Louis Sachs

Harry Brooks, (SEAL)

Jeanette Brooks (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of September, 1946, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Reba Brooks, widow, and Benjamin Brooks, divorced and did each acknowledged the aforegoing deed to be their respective act.

WITNESS my hand and Notarial Seal.

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

STATE OF VIRGINIA, HENRICO COUNTY, SCT: TO WIT:

I HEREBY CERTIFY that on this 20th day of September, 1946, before me, the subscriber, a Notary Public of the State of Virginia, in and for Henrico County aforesaid, personally appeared Anna Wolf and Michael Wolf, her husband, and did each acknowledge the aforegoing deed to be their respective act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Goldie D. Wolf, Notary Public.

My Commission Expires January 29, 19__.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 16th day of September, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Bessie Snyder, widow, and did acknowledge the aforegoing deed to be her act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Hyman J. Sussman, Notary Public

STATE OF MARYLAND, City of Baltimore, To Wit:

I HEREBY CERTIFY, that on this 16th day of September, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Harry Brooks and Jeanette Brooks, his wife, and did each acknowledge the aforegoing deed to be their respective act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Louis Sachs ,Notary Public.

RECORDED 19th June 1947 at 3:05 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY That the aforegoing Deed is truly taken and copied from Liber H.H.H. No. 414, folio 343, 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 1st day of June, A. D., 1950.

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

Filed 14 June, 1950

PLN. EXHIBIT No. 9

D E E D .

INT. REV. STAMP $60.50)(MD. STATE STAMP $60.50)

NO TITLE EXAMINATION.

THIS DEED, made this 16th day of September, 1946, by and between George B. Woelfel, Trustee, hereinafter called party of the first part, and Benjamin Brooks, divorced, hereinafter called party of the second part.

WHEREAS by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto Reba Brooks, widow, et al, did grant and convey the property hereinafter mentioned and described unto the said party of the first part in special trust and confidence, nevertheless, that he would immediately re-convey the said property unto the said party of the second part, his heirs and assigns, in fee simple, and

WHEREAS in order to carry out the provisions of said trust, this deed is executed.

NOW, THEREFORE, this Deed Witnesseth: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all those lots or parcels of ground situate in Anne Arundel County, State of Maryland, described as follows:

1. All that property located on West Street, Annapolis, which was conveyed to Jacob Brooks and Benjamin Brooks, by George A. Kratsch and wife, by deed dated May 2, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71, folio 449, and being more particularly described therein.

2. All that property located in Munroe Court, Annapolis, which was conveyed to Jacob Brooks by James Applestein, et al, by deed dated January 11, 1937, and recorded among the aforesaid Land Records in Liber F.A.M. No. 160, folio 1, and being more particularly described therein.

3. All that property located on King George Street, Annapolis, which was conveyed to Jacob Brooks by Elizabeth M. Brady, et al, by deed dated July 16, 1937, and recorded among the aforesaid Land Records in Liber F. A. M. No. 168, folio 82, and being more particularly described therein.

4. All that property located at Arundel on the Bay, Second Election District, which was conveyed to Jacob Brooks by Arundel on the Bay Properties, Inc., by deed dated September 29, 1938 and recorded among the aforesaid Land Records in Liber F.A.M. No. 189 folio 326, and being more particularly described therein..

5. All that small strip of land located in the rear of the store of Brooks Brothers on West Street, which was conveyed to Jacob Brooks and Benjamin Brooks by Carolyn Healy, widow, by deed dated December 31, 1938, and recorded among the aforesaid Land Records in Liber J.H.H. No. 193, folio 235, and being more particularly described therein.

6. All that property located in Spa View Heights, Annapolis, which was conveyed to Jacob Brooks and Benjamin Brooks, by J. Oliver Clark, Assignee, by deed dated September 24, 1941, and recorded among the aforesaid Land Records in Liber J.H.H. No. 246, folio 12, and being more particularly described therein.

AND the said party of the first part does further grant, convey and assign unto the said party of the second part, his heirs and assigns, all that leasehold property located in Spa View Heights, Annapolis, which was conveyed to Jacob Brooks by Charles Bernstein and wife, by lease dated April 25, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 326, folio 481.

BEING the same property which was conveyed unto the said party of the first part by Reba Brooks, widow, et al, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said party of the second part. , his heirs and assigns, in fee simple, and as to the leasehold property, for all of the term of years yet to come and unexpired therein.

WITNESS the hand and seal of the Grantor.

WITNESS: George B. Woelfel, Trustee (SEAL)

Mary M. Hoff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that upon this 16th day of September, in the year 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee, and acknowledged the aforegoing deed to be his act as such trustee.

WITNESS my hand and seal Notarial.

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

Recorded 19th June 1947 at 3:05 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 414, folio 347, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 2nd day of June, A. D., 1950.

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

Filed 14" June, 1950

ORDER OF PUBLICATION

The object of this suit is that a trustee may be appointed by this Honorable Court to sell the property mentioned in these proceedings and divide the money arising therefrom amongst those entitled to the same according to their respective interest and for such other and further relief as his case may require.

The Bill recites:

That Jacob Brooks during his lifetime and at the time of his death which occurred on the 5th day of March, 1946, was seized and possessed of the following parcels of real estate lying, being and situate in Anne Arundel County, Maryland, and described as follows:

(a) Nos. 253, 255 and 257 West Street acquired by deed dated May 2, 1930, from George A. Kratsch and Gertrude D. Kratsch, his wife, to Jacob Brooks and Benjamin Brooks, his brother, as tenants in common, recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71, folio 449.

(b) Lot in Munroe Court acquired by deed dated January 11, 1937, from James I. Applestein and wife, et al, to Jacob Brooks recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 160, folio 1.

(c) Nos. 149, 151, 153, 157 and 159 King George Street and property in rear of Martin Street acquired by deed dated July 16, 1937, from Elizabeth M. Brady, et al, recorded among the

Land Records of Anne Arundel County in Liber F.A.M. No. 168 folio 82.

(d) Lot E in Block No. 37, Lots K, L and M in Block No. 42, Lots A and B in Block 61 and Lot D in Block No. 65 according to a plat entitled "Revised Plat of Arundel on the Bay acquired by deed dated September 29, 1938, from Arundel on the Bay Properties, Inc., to Jacob Brooks recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 189, folio 326.

(e) Property in the rear of West Street property acquired by deed dated December 31, 1938, from Carolyn L. Healy, widow, to Jacob Brooks and Benjamin Brooks, as tenants in common, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 193, folio 235.

(f) Lot No. 18 in Block "K" Spa View Heights acquired by deed dated September 24, 1941, from J. Oliver Clark, Assignee, to Jacob Brooks and Benjamin Brooks, as tenants in common, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 246, folio 12.

(g) A 99 year lease on Lot No. 17 in Block"K" Spa View Heights acquired by lease dated April 25, 1945, from Charles G. Bernstein and Elizabeth G. Bernstein, his wife, to Jacob Brooks, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 326, folio 481.

Certified copies of the above being filed herewith as Plaintiff's Exhibits Nos. 1 to 7 inclusive.

That being so seized and possessed the said Jacob Brooks died intestate and left surviving him as his only heirs at law to whom the title to the said realty devolved by operation of law.

(a) A widow, Reba Brooks.

(b) A brother, Benjamin Brooks.

(c) A sister, Dora Fribush.

(d) A sister, Anna Wolf.

(e) A sister, Bessie Snyder.

(f) A brother, Harry Brooks.

All of the said heirs mentioned herein being sui juris.

That by deed dated the 16 day of September, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 343, Reba Brooks, widow, Benjamin Brooks, divorced, Anna Wolf and Michael Wolf, her husband, Bessie Snyder, widow, Harry Brooks, and Jeanette Brooks, his wife, transferred all their right, title and interest in the said realty to George B. Woelfel, Trustee, who in turn executed the trust reposed in him and conveyed the same unto your orator Benjamin Brooks by deed dated the 16th day of September, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 347, certified copies of said deeds being filed herewith as Plaintiff's Exhibits Nos. 8 and 9.

That your Orator is now the owner of an undivided 9/10ths interest in all of the realty owned by Jacob Brooks at the time of his death and his sisters Dora Fribush is the owner of the other 1/10th interest.

That the said property cannot be divided in kind without material loss or injury.

That letters of administration have been taken out on the estate of Jacob Brooks

and all bills have been paid.

It is thereupon this 14th day of June, in the year 1950, by the Circuit Court for Anne Arundel County ORDERED, that the Plaintiff Benjamin Brooks, by causing a copy of this order to be inserted in some daily newspaper, printed and published in Anne Arundel County aforesaid, once in each of four successive weeks, before the 17th day of July, 1950, give notice to the said defendant Dora Fribush, of the object and substance of this bill, warning her to be in this Court, in person or by solicitor, on or before the second day of August, 1950, to show cause, if any she have, why a decree should not be passed as herein prayed and it is further ORDERED that if this order of publication be personally served on the Defendant that the same shall be served thirty days prior to the 17th day of July, 1950.

John H. Hopkins, 3rd, Clerk.

Copy of within Order of Publication received by Evening Capital this 14th day of June, 1950.

Per. Noel Wilkinson.

Filed June 14", 1950.

ORDER TO ISSUE SUMMONS

Mr. Clerk:

Please issue summons for the defendant, Dora Fribush, who resides at 4011 Norfolk Street, Forest Park, Baltimore, Md.

George B. Woelfel,
9-11 School St.
Solicitor for Plaintiff.

Filed June 21, 1950

DECREE PRO CONFESSO

The Defendant, Dora Fribush having been duly summoned and having failed to appear to the Bill of Complaint and answer same, according to the command of the said Writ of Summons:

It is thereupon this 18th day of August, 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 defendant.

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

Benjamin Michaelson,

Judge

Filed 18 August, 1950.

PETITION FOR APPOINTMENT OF SPECIAL STENOGRAPHER .

TO the Honorable, the Judge_ of said Court:

The petition of Benjamin Brooks respectfully shows:

1. That your Petitioner has filed his Bill of Complaint in this Honorable Court.
2. That the Defendant was summoned on the 28th day of June, 1950.
3. That a decree pro confesso was signed by this Court on August 18th, 1950.
4. That your Petitioner desires to take testimony in this case but there is no Court Stenographer.

Wherefore, your Petitioner, prays:

J. H. H. No. 68 Equity

1. That a special stenographer may be appointed to take down and transcribe the testimony to be given in this case.

And as in duty bound, etc.,

George B. Woelfel,

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

Filed 29 August, 1950

ORDER OF COURT.

Upon the aforegoing petition, it is this 30th day of August, in the year 1959, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Mary M. Hoff be, and she is hereby appointed special stenographer for this cause to take down and transcribe the testimony to be given in this case without fear, favor or prejudice.

Benjamin Michaelson,

Judge.

Filed 30 August, 1950

TESTIMONY ON BEHALF OF THE PLAINTIFF

PRESENT:

George B. Woelfel, Solicitor for Plaintiff.

Emanuel E. Klawans, Examiner

Mary M. Hoff, Special Stenographer, order of Court Aug. 30th, 1950.

Decree pro confesso Aug. 18th, 1950.

WITNESSES:

Benjamin Brooks, ... 2-to 5

T. Carroll Worthington,. . . . . 6 to 8

Mr. Clerk.

Please file.

E.K. $8.00
M.M.H. $10.00

Emanuel Klawans,

Examiner.

Benjamin Brooks, Plaintiff, after being duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. Benjamin Brooks, I live at 115 Archwood Ave., Annapolis, Maryland.

2. Are you the plaintiff in this case?

A. Yes.

3. Who was Jacob Brooks?

A. He was my brother.

4. Is Jacob Brooks living or dead?

A. He is dead, he died March 5th, 1946, at Annapolis, Maryland.

5. Were letters of administration taken out on the estate of Jacob Brooks?

A. Yes letters of administration have been taken out and the estate has been closed.

6. During his lifetime did Jacob Brooks own any real estate?

A. Yes, he had a half interest with me in the West Street property, that is, 253,255 and 257, which we bought from George A. Kratsch and Gertrude Kratsch, his wife.

7. I hand you a certified copy of the deed dated May 2nd, 1930, from George A. Kratsch

and Gertrude Kratsch, his wife, to you and Jacob Brooks, as tenants in common, as the same is recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71, folio 449, and ask you what is that a deed to?

A, It is a deed to the West Street property.

(Certified copy filed as Examiner's Exh. "A")

8. Did Jacob Brooks own any other property during his lifetime?

A. Yes, he owned a lot of ground in Munroe Court which was formerly the Applestein property.

9. I hand you a certified copy of a deed from James I. Applestein and wife, et al, to Jacob Brooks, said deed being recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 160, folio 1, and ask you what it is?

A. It is a certified copy of the deed to the Munroe Court property.

(Certified copy filed as Examiner's Exh. "B")

10. Did Jacob Brooks own any property on King George Street during his lifetime?

A. Yes he owned some ground which is improved by houses nos. 149,151,153,155,157 and 159. There is also that property in the rear off Martin Street. This property was procured by deed dated July 16th, 1937, from Elizabeth M. Brady, et al.

(Certified copy filed as Examiner's Exh. "C")

11. Did Jacob Brooks own any property at Arundel on the Bay?

A. Yes he owned Lot E in Block 37, Lots K, L and M in Block 42, Lots A and B in Block 61 and Lot D in Block 65. This property he acquired by a deed from the Arundel on the Bay Properties, Inc., by deed dated September 29, 1938. and is recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 189, folio 326.

(Certified copy of deed filed as Examiner's Exh. "D")

12. Did Jacob Brooks own any other estate?

A. Yes, he also had a half interest with me in the little piece of property located in the rear of the West Street store which we bought from Carolyn Healy, widow,on December 31, 1938.

(Certified copy filed as Examiner's Exh. "E")

13. Who owned the property you now live in?

A. Jacob Brooks and I owned that as tenants in common. That is the property known as Lot No. 18 in Block "K" of Spa View Hgts.

14. Is that the property that is described in Liber J.H.H. No. 246,folio 12?

A. It is.

(Certified copy filed as Examiner's Exh. "F")

15. Who owns Lot 17 in Block"K" ?

A. My brother Jacob Brooks leased Lot 17 in Block "K" of Spa View Heights, which is a 99 year lease on the lot next to the house. That is the property he leased from Charles Bernstein and Elizabeth Bernstein, his wife, It is the same property ,the deed for which is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 326, folio 481.

(Certified copy filed as Examiner's Exh. "G")

16. Did Jacob Brooks leave a Will?

A. No. he died intestate.

17. Who were his relatives to whom the property devolved by operation of law?

A. First Jake left his wife, Reba Brooks, who got one-half of all the property and two brothers, Harry Brooks and myself, and three sisters Bessie, Dora and Anna.

18. Are any of these brothers and sisters under the age of 21?

A. No they are all adults.

19. Have you acquired a greater interest in these properties than you held by virtue of your brother's death?

A. Yes, on September 16th, 1946, Reba Brooks, widow, Bessie Snyder, widow, Anna Wolf and Michael Wolf, her husband, Harry Brooks and Jeanette Brooks, his wife, transferred all their right, title and interest in the said real estate unto me. That deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 347/

(Certified copy filed as Examiner's Exhibit "H")

20. What percentage of the property your brother died seized and possessed of do you own?

A. I figure I own a 9/10th interest and my sister Dora Fribush is the owner of the other 1/10th.

21. Can this property be divided in kind without material loss or injury?

A. No. All of the property in Annapolis is improved. The lots at Arundel on the Bay are unimproved. Naturally you couldn't divide the store and buildings into ten parts. If you did, no one would get anything from it and the lots at Arundel on the Bay are so small that if we endeavered to partition them the frontage would be so narrow that it would be no good to anyone, therefore, I think the only thing to do is to sell all of the property and divide the money.

22. Mr. Brooks, what do you think is the fair market value of these properties that you have enumerated?

A. I think the store is worth $35,000, the Munroe Court property is worth about $12,000. The houses on King George Street I would say are worth about $9,000 and the lots at Arundel on the Bay about $25 or $50 apiece. The lot in the rear of the store I figured in the $35,000 for the store. Lot No. 18 of Block "K" Spa View Heights with the improvements is worth about $12,000 and the lot next door to the house is worth abput $60,500. at today's price.

To the general question under the rule the witness answered:

A. No.

Benjamin Brooks.

T. Carroll Worthington next being called on behalf of the Plaintiff, after being duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address?

A. T. Carroll Worthington, Townsworth Building, South Street,Annapolis, Maryland.

2. What is your occupation?

A. Realtor.

3. How long have you been engaged in the sale of real estate in Anne Arundel County?

A. Since 1933.

4. Is most of your business confined to Annapolis and Anne Arundel County?

A. I would say three-fourths of it.

5. Are you familiar with real estate values in Annapolis and Anne Arundel County?

A. Yes I am.

6. Have you recently looked at and appraised the property left by Jacob Brooks, deceased, of Annapolis?

A. I have within the week.

7. Describe the property at 253-55-57 West Street and give what in your estimation is the fair market value thereof?

A. Nos. 253-255 and 257 West Street and the rear of 253. This is a lot with an 88 foot frontage on West Street going back 146 feet. The rear lot is 74 x 40. The lots are improved by a one and one-half story frame and metal store and shed with a brick front. The fair market value of this property, in my opinion is $37,500.

8. So that the half interest owned by Jacob Brooks would be about $37,500?

A. That is right.

9. Did you look at the property No. 8 Munroe Court?

A. I did.

10. Tell us the nature of this property and the fair market value?

A. No. 8 Munroe Court is a lot 43.8 feet by 156 feet. It is improved by a two story, composition roof, dwelling divided into three apartments. My opinion is the fair market value of this property is $12,500.

11. Did you visit the property at No. 149,151,153,155,157 and 159 King George Street?

A. I did.

12. What is the nature of this property and its fair market value?

A. There are six houses, 149 to 159 King George Street, having a lot 88 x 85 with a rear lot 51 x 58. These houses, in a row are two stories, stucco, metal roof, no heat, flush toilets in the back yard, not in very good repairs. In my opinion the fair market value of the property is $10,000.

13. Did you visit Arundel on the Bay and see Lot E in Block 37, Lots K, L and M in Block 42, Lots A and B in Block 61 and Lot D in Block 65?

A. I did.

14. State the nature of this property and your opinion of the fair market value?

A. These lots are unimproved and very much grown up. In some cases there are no roads. In my opinion the fair market value of these lots is $35 per lot or $245.

15. Did you observe the little piece of land located in the rear of the West Street store which Jacob Brooks and Benjamin Brooks purchased from Carolyn Healy?

A. Yes I did but in view of the fact that it is joined to the West Street property in the rear I appraised that with the West Street property and put no separate appraisement thereon as it would be worth very little standing to itself but has some real value when attached to the other property

16. Did you look at Lot 18 in Block "K" of Spa View Heights which is improved by a dwelling known as No. 115 Archwood Avenue and if so, state the nature of the property and its value?

A. I looked at Lots Nos. 17 and 18 together. Lot No. 17 is 45 X 117 and is unimproved. In my opinion the fair market value of this lot is $1500. Lot No. 18 is a lot 45 x 117 improved by a two story frame, composition roof, dwelling in very good repairs. In my opinion the fair market value of this property is $11,500.

To the general question under the rule the witness answered:

A. No.

T. Carroll Worthington.

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

Witness my hand and seal this 3rd day of August, 1950.

Emanuel Klawans.

Examiner.

Filed 31 August, 1950.

DECREE FOR SALE.

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

It is thereupon this 22d day of September, in the year 1950 by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the real estate mentioned in these proceedings be, and the same is hereby directed to be sold and George B. Woelfel be, and he is hereby directed to make sale of the said real estate in these proceedings mentioned and the course and manner of his proceedings shall be as follows: He shall first file with the clerk of this Court a bond to the State of Maryland, executed by himself and a surety or sureties, to be approved by this Court, in the penalty of Seventy Thousand Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in such weekly newspaper or newspapers published in Anne Arundel County aforesaid as he shall think proper, of the time, place, manner and terms of sale, which terms shall be one-third in cash and the balance to be paid upon the final ratification of the sale, the credit portions to bear interest and to be secured to the satisfaction of the Trustee, and, as soon as may be convenient after such sale or sales, the said trustees shall return to this Court a full and particular account of his proceedings relative to such sale or sales, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, the said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them, or either of them; and the said trustee shall bring into this Court the money arising from 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.

Benjsmin Michaelson,

Judge.

Filed September 22", 1950.

J.H.H. No. 68 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, of Anne Arundel County, Maryland, as Principal, and the Globe Indemnity Company, a body corporate, of the State of New 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 SEVENTY THOUSAND ($70,000.00) DOLLARS, current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this 25th day of October, 1950.

WHEREAS by virtue of a decree of the Circuit Court for Anne Arundel County, passed in a cause therein pending wherein Benjamin Brooks, Plaintiff, vs Dora Fribush, Defendant, being No. 9979 Equity, the said George B. Woelfel was duly appointed trustee to make sale of the property in the said proceedings mentioned.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden, George B. Woelfel, shall well and faithfully perform and execute the trust reposed in him by the aforesaid decree or to be reposed in him by any future decree or order passed in the premises, then the above obligation to be void and of no effect, otherwise to remain in full force and virtue in law.

A Signed, sealed and delivered
in the presence of
Katharine H. McCutchan
Marjorie Johnson,
(Corporate Seal)

George B. Woelfel (SEAL)
Principal.
GLOBE INDEMNITY COMPANY,
a body corporate.
By Edgar W. Miller, Jr.,
Attorney-in-Fact Surety.

Approved 30 October 1950.

John H. Hopkins, 3rd, Clerk.

Filed 30 October, 1950.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The Report of George B. Woelfel, Trustee appointed by Decree of this Honorable Court, passed in the above-entitled cause, dated September 22, 1950, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of the trust and after having complied with all other prerequisites as required by law and in said decree, and after giving notice of the time, place, manner and terms of sale by advertisement 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, and after the printing and circulating of handbills he did, pursuant to the said notice, attend at the Court House door in the City of Annapolis on Monday, October 30, 1950, at 10 a.m., and then and there proceeded to sell the property as follows: that is to say, your Trustee offered at public sale to the highest bidder the property mentioned in the said Decree in the manner as follows:

1st. All that lot or parcel of ground lying, being and situate in the City of Annapolis, Maryland, on the south side of West Street, having a frontage of 78 feet, more or less thereon, and running back to a 20 foot right of way leading from the rear of this property to Monticello Avenue, over which the property heretofore described has a right of way. It being the same

property which was conveyed to Jacob Brooks and Benjamin Brooks, his brother, by George A. Kratsch and Gertrude D. Kratsch, his wife, by deed dated the 2nd day of May, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 71, folio 449, and also being the same property which was conveyed by Carolyn L. Healy, widow, to Jacob Brooks and Benjamin Brooks, his brother, by deed dated December 31st, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 193, folio 235. and your Trustee received the high bid of Twenty Thousand Dollars ($20,000.) by Benjamin Brooks. The said bid was reserved.

Your Trustee then offered the following property forthwith described as follows:

4th. All that lot of ground located on the northwest corner of Granada and Archwood Avenues (formerly High Street) in Spa View Heights. having a frontage on Archwood Avenue (formerly High Street) of 45 feet and an even depth of 117 feet, more or less, to the Old Bayridge Railroad, designated as Lot No. 18 in Block "K" on the plat of Spa View Heights. Being the same property which was conveyed by J. Oliver Clark, Assignee, to Jacob Brooks and Benjamin Brooks, by deed dated September 24th, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 246, folio 12.
and your Trustee received the high bid of Ten Thousand Dollars ($10,000.00) made by Benjamin Brooks, which bid was likewise reserved.

Thereupon both properties were offered together starting at Thirty Thousand Dollars ($30,000.00), and there being no higher bid the individual bids made by Benjamin Brooks were accepted.

Your Trustee then offered Parcel No. 5 which is described as follows:

5th. All that unimproved lot of ground situate on Archwood Avenue (formerly High Street) adjoining the property heretofore described, being on the north side thereof and being known as Lot No. 17 in Block "K" on the plat of Spa View Heights, having a frontage of 45 feet on Archwood Avenue with an even depth of 117 feet to the right of way of the Old Bayridge Railroad. This is a leasehold property which was conveyed to Jacob Brooks by Charles G. Bernstein and Elizabeth Bernstein, his wife, by lease dated April 25th,1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 326,folio 481, the term of the lease is for 99 years, renewal forever, upon the payment of one cent ground rent per year.
and your Trustee sold the said Parcel No. 5 to Benjamin Brooks for the sum of Thirteen Hundred Dollars ($1,300.00), he being at that figure the highest bidder therefor.

Your Trustee thereupon offered for sale Parcel No. 2 described as follows:

2nd. All that lot of ground in Munroe Court having a frontage of 43.8 feet with a depth of 105 feet, more or less, on one side and 115 feet , more or less, on the other. Being the same property which was conveyed by James I. Applestein, et al.,to Jacob Brooks by deed January 11th, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 160, folio 1.
for which he received a high bid of Ten Thousand Dollars ($10,000.00) made by Benjamin Brooks which high bid was reserved.

Your Trustee thereupon offered Parcel No. 3 described as follows:

3rd. All that lot of ground on the southwest side of King George Street being distant northwest 111½ feet from the north side of East Street with a frontage of 89.68 feet thereon and running back to an alley leading from Martin Street to these properties

for which a right of way is provided. Being the same property which was conveyed by Elizabeth M. Brady, single, et al, to Jacob Brooks by deed dated the 16th day of July, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 168,folio 82.
and received a high bid of Ten Thousand Five Hundred ($10,500.00) made by Benjamin Brooks, which bid was likewise reserved.

Your Trustee thereupon offered lots described in the sixth paragraph of said Handbill and described as follows:

6th. All those unimproved lots of ground at Arundel on the Bay designated as Lot M in Block 37, Lots K. L. and M in Block 42, Lots A and B in Block 61, Lot D in Block 65 according to a plat entitled "Revised plat of Arundel on the Bay" recorded in Plat Book F.S.H. No. 3, folio 82. Being the same property which was conveyed to Jacob Brooks by the Arundel on the Bay Properties, Inc., by deed dated September 29th, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 189, folio 326.

Your Trustee received the high bid made by Benjamin Brooks of One Hundred Dollars ($100.00).

Your Trustee thereupon offered Parcels No. 2, 3 and 6 as an entirety and there being no bid in excess of Twenty Thousand Six Hundred Dollars ($20,600.00) your Trustee accepted the individual bids made by Benjamin Brooks for that amount.

So that your Trustee sold all of the property heretofore to Benjamin Brooks at and for the sum of Fifty-one Thousand Nine Hundred Dollars ($51,900.00), he being at that figure the highest bidder therefor, the terms of sale being a deposit of one-third, or Seventeen Thousand Three Hundred Dollars ($17,300.00) was paid by said Benjamin Brooks and the balance is to be paid on the final ratification of the sale with interest at the rate of six percent (6%).

Respectully submitted,

George B. Woelfel,

Trustee.

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that upon this 1st day of November, in the year of 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, Trustee, who made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief and that the Sale therein was fairly made.

WITNESS my hand and seal notarial.

Mary M. Munroe,

(Notarial Seal) Notary Public.

Filed 1 November, 1950

ORDER NISI

Ordered, this 1 day of November, 1950, That the sale of the Real Estate in these proceedings mentioned made and reported by George B. Woelfel, Trustee, BE RATIFIED AND CONFIRMED ,unless cause to the contrary thereof be shown on or before the 5 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 5 day of December next.

The report states that the amount of sales to be $51,900.00.

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

John H. Hopkins, 3rd, Clerk.

Filed 1 November, 1950.

J.H.H. No. 68 Equity

CERTIFICATE OF PUBLICATION.

Annapolis, Md., December 6, 1950.

We hereby certify, that the annexed Order Nisi - Eq. #9979 Sale- BENJAMIN BROOKS 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 5th day of December, 1950. The first insertion being made the 3rd day of November, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 8513. By R. L. Brown.

Filed 7 December, 1950

FINAL ORDER

ORDERED BY THE COURT, This 7th day of December, 1950, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson.

Judge.

Filed 7 December, 1950.

(Continued in J.H.H. No. 69, folios 262-

Benjamin Gross and	:	
ADELLA GROSS, his wife,	:	
Plaintiffs,	:	
vs.	:	No. 9114 EQUITY
Wesley Gross, widower,	:	In the Circuit Court
Petty Gross, widower,	:	for
William Gross, widower,	:	Anne Arundel County.
Randall Gross, single,	:	
Margaret Young, nee Gross, widow,	:	
OliviaWilliams, nee Gross, widow,	:	
Louisa Jones, nee Gross, widow,	:	
Eliza Anderson and	:	
Archie Anderson, her husband,	:	
Mary F. Mack, widow,	:	
Defendants	:	

: : : : : : : :

BILL OF COMPLAINT.

To the Honorable, the Judges of said Court:

Your Petitioners, complaining, say:

1. That on or about the 5th day of Nov. 1937, Agusts Gross, departed this life intestate seized and possessed of valuable real estate and improvements located in the Fifth Election District of Anne Arundel County, Maryland, at Patapsco Park, known as Lots Nos. 34, 35 and 36 on the Plat of Patapsco Park Land Company, which said property was conveyed

to the said Agustus Gross by the Patapsco Land Company by Deed dated December 2nd, 1921 and duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.N.W. 50 folio 39, a certified copy of which is filed herewith and prayed to be taken as part hereof and marked, Plaintiffs Exhibit No. 1.

2. That the said Agustus Gross left surviving him the following brothers and sisters, as his only heirs at law.

a. Wesley Gross, widower,
b. Petty Gross, brother, widower,
c. William Gross, brother, widower,
d. Randall Gross, brother, single,
e. Margaret Young, sister, widow,
f. Olivia Williams, sister, widow,
g. Louisa Jones, sister, widower,
h. Eliza Anderson, sister, who intermarried with Archie Anderson.
l. Mary F. Mack, half-sister, widow,

all of whom are adults.

3. That the real estate and improvements mentioned herein are not susceptible of partition in kind between the heirs at law of the said Augustus Gross, deceased, nor can it be divided among those in interest without material loss or injury, and that a sale thereof is necessary for the best interest and advantage of all the parties interests, in order that the proceeds may be divided among the said parties in proportion to their respective interests.

Wherefore your Petitioners respectfully pray:

1. That this Honorable Court pass a Decree for the sale of the property herein mentioned and that the money arising from such sale be divided among the parties according to their respective interest and right.

2. That a Trustee be appointed to convey the property to the purchaser or purchasers thereof upon ratification of the sale.

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

May it please your Honor to grant unto your Petitioners a writ of supoena directed to:

a. Wesley Gross, widower, 1118 Mosher Street, Baltimore, Md.
b. Petty Gross, widower, 2110 Druid Hill Ave., Baltimore, Md.
c. William Gross, widower, 1118 Mosher St., Baltimore, Md.
d. Randall Gross, single, 2110 Druid Hill Ave., Baltimore, Md.
e. Margaret Young, widow, 913 Stricker St., Baltimore, Md.
f. Olivia Williams, widow, Parole, Md., c/o Rev. Benjamin Gross.
g. Louisa Jones, widow, Parole, c/o Rev. Benjamin Gross.
h. Eliza Anderson and Archie Anderson, her husband, 1107 Argyle Ave., Baltimore, Md.
i. Mary F. Mack, widow. Parole, Md., c/o Rev. Benjamin Gross,

commanding them to be and appear in this Honorable Court either in person or solicitor on some certain day to be named therein to answer the premises and abide by and perform such Decree as may be passed herein.

And as in duty bound, etc.

Benjamin Gross, Plaintiff.
Addella Gross, Plaintiff,

Linwood L. Clark,
Solicitor for Plaintiffs.

J.H.H. No. 68 Equity

A F F I D A V I T

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that before me a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Benjamin Gross and Adella Gross, his wife, the Plaintiffs in this matter and made oath in due form of law that the matters and facts set forth in said Bill of Complaint are true as therein stated, that is, that the above lotts are not susceptible of division among said owners, and that the parties to this cause Plaintiffs and Defendants, constitute the sole heirs and next of kin of Agustus Gross, deceased.

WITNESS my hand and Notarial Seal this 14th day of September, 1946.

Linwood L. Clark.

(Notarial Seal.) Notary Public

Filed Sept. 17", 1946.

PLAINTIFFS EXHIBIT NO. (I) ONE.

(Int. Rev. .50¢ Stamp)

THIS DEED, made this 2nd day of December, in the year One Thousand Nine Hundred and Twenty-one, by the Patapsco Park Land Company, a body corporate, duly incorporated under the laws of the State of Maryland.

WITNESSETH:- That in consideration of the sum of $255 00/100 Two Hundred and Fifty-five dollars the receipt whereof is hereby acknowledged, the said The Patapsco Land Company doth grant and convey unto Augustus Gross his heirs and assigns, in fee simple, all that ground and premises, situate, lying and being in Anne Arundel County, State of Maryland, and being known as Lots numbered 34-35-36 of Patapsco Park. situate at Pumphrey's Station, in the Fifth Election District of Anne Arundel County, as shown on the plat of the property of the Patapsco Park Land Company, which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County, in Plat Book G.W. No. 1, folio 31, and which said lots described as follows, that is to say:-

Fronting Seventy-five (75) feet on Robert Avenue with an irregular depth.

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

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

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

TO HAVE AND TO HOLD the above granted property unto said Augustus Gross his heirs and assigns in fee simple,forever, subject, however, to the following conditions, which are hereby entered into by the said Augustus Gross for himself his heirs and assigns with the said The Patapsco Park Land Company, as a part of the considération - for this Deed, and which

shall be taken and considered as running with the land, viz:-

1. THAT no building shall be erected upon said lots which shall cost less than ($500 00.100 dollars, and that no saloon or any other business which the party of the first part may deem detrimental to the surrounding property of the party of the first part shall be conducted on the lots hereby sold, and that no dwelling or any portion thereof shall be erected within fifteen feet of the building line and shall front on a street or Avenue as laid down on the plat and no more than one dwelling on each lot, nor shall any building be placed nearer than five feet of the rear lines of said lots.

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

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

AS WITNESS THE CORPORATE SEAL of said body corporate and the signature of Benjamin F. Simons, the President thereof.

WITNESS ALSO THE HAND AND SEAL OF SAID GRANTEE.

Signed, sealed and delivered
in the presence of
C. Milton Dickerson.

Benjamin F. Simons
President of The Patapsco
Park Land Company,
Augustus Gross- (Seal)

(CORPORATE SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE TO WIT:

I hereby certify, that on this 2nd day of December, 1921, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Benjamin F. Simons, President of The Patapsco Park Land Company, the Grantor named in the aforegoing Deed, and acknowledged the same to be its act.

WITNESS MY HAND AND NOTARIAL SEAL.

C. Milton Dicke son
Notary Public.

(Notary Seal)

Recorded 3 December 1921- 9 A, M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct;

I Hereby Certify, that the foregoing Deed was truly takenand copied from Liber W. N. W. 50, folio 39, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 5th day of September, A. D., 1946.

John H. Hopkins, 3rd, Clerk.

Filed Sept. 17", 1946

A N S W E R S

To the Honorable, the Judges of said Court;

The Respondents, Wesley Gross, Petty Gross, William Gross, Randall Gross, Margaret Young, Olivia Williams, Louisa Jones, Eliza Anderson formerly Eliza Thomas and Archie Anderson, her husband, and Mary F. Mack answering the Bill of Complaint in this matter respectfully says:

1. That they admit paragraph I of said Bill of Complaint.

2. That they admit paragraph II of said Bill of Complaint.

3. That they admit paragraph III of said Bill of Complaint, that the three lots in this case which were owned by the said Agustus Gross, deceased, are not susceptible of division among his only heirs at law as herein set out, and that the sale of said lots and a division of the proceeds among said heirs is to the best interest and advantage of all of said heirs; and that thet they and each of them consent to the appointment of a Trustee to make sale and divide said proceeds according to law.

AND AS IN DUTY BOUND, ETC.

Louisa Jones

Eliza Anderson

William Harvey Anderson

Mary Friback

Wesley Gross

Petty B. Gross

William Gross

Randall Gross

Margaret Young

Olivia Williams.

Filed Oct. 23, 1946

TO the Honorable, the Judges of said Court:

I. Louisa Jones, one of the Defendants in the above entitled matter, answering the Bill of Complaint in this matter respectfully says:

1. That she admits paragraph I of said Bill of Complaint.

2. That she admits paragraph II of said Bill of Complaint.

3. That she admits paragraph III of said Bill of Complaint, that the three lots in this case which were owned by the said Agustus Gross, deceased, are not susceptible of division among his only heirs at law as herein set out, and that the sale of said lots and the division of the proceeds among said heirs is to the best interest and advantage of all of said heirs; and that she consents to the appointment of a Trustee, to make said sale and to divide said proceeds according to law.

AND AS IN DUTY BOUND, ETC.,

Witness: Louisa Jones

John T. Knox.

Filed October 23, 1946

To the Honorable, the Judges of said Court:

I, Margaret Young, one of the Defendants in the above entitled matter, answering the Bill of Complaint in this matter respectfully says:

1. That she admits paragraph I of said Bill of Complaint.

2. That she admits paragraph II of said Bill of Complaint.

3. That she admits paragraph III of said Bill of Complaint, that the three lots in this case which were owned by the said Agustus Gross, deceased, are not susceptible of division among his only heirs at law as herein set out, and that the said of sale lots and the division of the

proceeds among said heirs is to the best interest and advantage of all of said heirs; and that she consents to the appointment of a Trustee, to make said sale and to divide said proceeds according to law.

AND AS IN DUTY BOUND, ETC.,

Witnesses to Margaret Young's X-Mark.

MARGARET HER X MARK YOUNG

Annie Dennis

Addie Dlever

Filed October 23, 1946

TRUSTEE'S B O N D

KNOW ALL MEN BY THESE PRESENTS, That we, Linwood L. Clark Trustee, as PRINCIPAL, and Joseph M. Armstrong of Annapolis, Maryland, Carroll H. Hyman and Addel Hynman, Carroll H. Hyman, Atty-in-Fact, SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Dollars ($1000.00),current money, to be paid to the 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 14th day of November, 1946;

WHEREAS, by virtue of a Decree of the Circuit Court of Anne Arundel County in the matter entitled Benjamin Gross and Adella Gross, his wife vs. Wesley Gross et al. Equity No. 9114, bearing date the 24th day of October 1946, the said Linwood L. Clark was authorized and empowered to make sale of the property described in said proceedings, and the said Linwood L. Clark,Trustee, is about to execute said power and make sale of the property described as aforesaid in said proceedings;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Linwood L. Clark, does and shall well and faithfully abide by and fulfill any order or Decree which shall be made by any Court of Equity in relation to the sale of such property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue.

Linwood L. Clark, Trustee (SEAL)

WITNESS;

Joseph M. Armstrong, Surety (SEAL)

Colleen Walters

As to all.

Carroll H. Hynman (SEAl)

Addel Hynman

Carroll H. Hynman Atty. in-fact.

Filed & Approved this 11" day of Dec. 1946.

John H. Hopkins, 3rd, Clerk.

Filed Dec. 11, 1946.

SUBMISSION FOR DECREE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above cause is respectfully submitted for Decree and the 41st General Equity Rule is hereby waived.

Linwood L. Clark,

Solicitor for Plaintiffs.

Noah A. Hillman,

Solicitor for Defendants.

Filed Dec. 23, 1946.

J.H.H. No. 68 Equity

D E C R E E .

The above case standing ready for hearing and being submitted, the proceedings were, by the Court, read and considered, and it appearing that the parties hereto constitute all the parties in interest, and are sui juris, and each defendant subscribes to an answer in which each admits Paragraph Three of the Bill of Complaint that the three lots in this case are not suceptible of division among the heirs and agrees to the sale petitioned for the Bill of Complaint, as advantageous to all persons concerned, it is thereupon this 24" day of October,1946, ordered, adjudged and decreed by the Circuit Court of Anne Arundel County, in Equity that the property mentioned in these proceedings be sold, that Linwood L. Clark be and he is hereby appointed Trustee, to make sale thereof, and that the course and manner of his proceedings shall be as follows:--That he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court or Clerk thereof, in penalty of One Thousand Dollars ($100.00) conditioned for the faithful performance of the trust reposed in him by any future decree or order in the premises; he shall then proceed to make sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in the County aforesaid, as he shall think proper, of the time, place, manner and terms of sale,which terss shall be;--Require a deposit pf at least 10% of the amount of the sale, on account of the purchase money on the day of sale and as soon as may be convenient aft r such sales, the said Trustee shall return to this Court a full and particular account of the proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, the said Trustee shall be a good and sufficient deed, to be executed, acknowledged, and recorded according to law, convey to the purchaser or purchasers, his her, or their heirs, the property and estate to him, her, or then sold, free, clear, and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to said Trustee as this Court shall think proper to allow in consideration of the skill,attention, and fidelity wherewith he shall appear to have discharged their trust.

It is further ordered that the Clerk of the Court publish Notice to Creditors on the estate of Augatus Gross, deceased, notifying creditors to file their claims against this estate.

William J. McWilliams,

Judge

APPROVED BY

Linwood L. Clark,
SOLICITOR FOR PLAINTIFFS.

Noah A. Hillman,
SOLICITOR FOR DEFENDANTS.

Filed Oct. 24, 1946.

TRUSTEE'S SALE

By virtue of the power contained in the decree passed by the Circuit Court for Anne Arundel County in Equity No. 9114, in the cause of Benjamin Gross and Adella Gross, his wife, vs. Wesley Gross, et al, the undersigned Trustee will sell at public auction at Court House Door Annapolis, Maryland on TUESDAY,December The 17th 1946 at 11 O'clock A.M.

All those three lots of ground and improvements situated in the Fifth Election District of Anne Arundel County, Maryland, and described as follows:

Lots Nos. 34,35 and 36 on the Plat of Patapsco Park, facing on Robert Street 75 feet which said property was conveyed to the said Augustus Gross (now deceased) by the Patapsco Land Company by deed dated December 2, 1921, and duly recorded among the Land Records Anne Arundel County, Maryland, in Liber W.N.W. 50 Folio 29.

TERMS OF SALE- A deposit of 20% of the purchase price will be requested of the purchaser at the time and place of sale, balance of purchase money to bear interest from the day of sale to date of settlement; all expenses if any to be adjusted to day of sale.

Linwood L. Clark, Trustee.

Wm. B. Elliott, Auctioneer.

d-12

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Linwood L. Clark, Trustee, appointed by a decree of this Honorable Court passed in this case on the 24th day of October, 1946, to make sale of certain real Estate therein mentioned, respectfully shows:

THAT after giving Bond, with Security for the faithful performance of his trust. and after having complied with all other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Southern Maryland Times", a weekly newspaper published in Anne Arundel County, for at least four successive weeks before the day of sale he did, pursuant to said notice as per attached advertisement, attend at the Court House Door of Annapolis, Maryland, on the 17th day of December, 1946, at 11 o'clock A.M., and then and there proceeded to sell said property in manner following:

YOUR Trustee offered at public auction to the highest bidder the property mentioned in said decree, situated in the Fifth Election District of Anne Arundel County, and described as follows:

ALL those lots of ground and improvements numbered 34, 35, and 36 on the Plat of Patapsco Park, facing on Robert Street 75 feet which said property was conveyed to the said Augustus Gross (now deceased) by the Patapsco Land Company by deed dated December 2, 1921, and duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.M.W. 50,Folio 39.

IT BEING the identical lots of ground conveyed by the Patapsco Land Company to Augustus Gross by deed dated December 2, 1921, and duly recorded among the Land Records of Anne Arundel County, Maryland in Liber W.M.W. 50 Folio 39.

And your Trustee sold the above three lots of ground to Harry A. Smuck and Thelma Smuch his wife, for the sum of $50.00,nthey being the highest bidder therefor, a deposit of 20% of the purchase price being made at the time and place of sale, balance purchase money to bear interest from the day of sale to date of settlement, all expenses, if any, to be adjusted to day of sale.

RESPECTFULLY submitted.

Linwood L. Clark, Trustee,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19" day of March, 1947, before me a Notary Public of the State of Maryland, in and for Anne Arundel County,personallt appeared Linwood L. Clark,Trustee,

and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal:

Myrtle Sturm,

(Notarial Seal) Notary Public.

Filed March 19", 1947

ORDER

ORDERED this 19" day of March,1947, that the sale of the property mentioned in these proceedings made and reported by Linwood L. Clark, Trustee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the 21"" day of April next; provided a copy of the Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21" day of April next.

THE report stated the amount of sales to be $50.00.

John H. Hopkins, 3rd, Clerk.

Filed March 19, 1947

CERTIFICATE OF PUBLICATION

Annapolis, Maryland

THIS IS TO CERTIFY,

That the annexed advertisement of Order Nisi was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 21st day of April next; that is to say, the same was inserted in the issues of Mar. 21, 28, Apr. 4, 1947.

THE SOUTHERN MARYLAND TIMES.

John Fulton Lewis, Editor.

Filed 23 April, 1947

FINAL ORDER.

ORDERED by the Clerk, this 24 day of April, 1947, that the sale made and reported by the Trustee aforesaid be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause, and the Trustee allowed the usual commission and such proper expenses as he shall produce vouchers for the Auditor.

William J. McWilliams,

Judge

Filed April 24, 1947

9107

IN THE MATTER	:	No. 4497 EQUITY
OF THE	:	IN THE
TRUST ESTATE	:	CIRCUIT COURT
OF	:	FOR
FREDERICK L. J. GELHAUS	:	ANNE ARUNDEL COUNTY.

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

FOR PREVIOUS RECORDS SEE DOCKET No. 6 EQUITY PAGES NOS.

AND

FOR FURTHER RECORDS SEE J.H.H. NO. 69 EQUITY, Pages 1 to

TRUSTEE'S FOURTH REPORT
UNDER RULE 20

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of M. Clare M. Green, Trustee, respectfully shows:

First: That the TRUST ESTATE now consists of the following property:

A — REAL ESTATE

LOCATION	ASSESSED VALUE FOR TAXES
No. 359 West Street (Home)	2800.00
Nos. 99-101-103-105-107-109-111 Spa Road	3650.00
Nos. 212-214 West Street	2640.00
No. 113 Spa Road	1030.00
Nos. 8-10-12 & 14 Greenfield Street	1480.00
Lot (Approx. 5 acres) Spa Road	500.00
18 ½ acres and dwelling Crain Highway about 2 miles South of Glen Burnie A.A. Co.,Md. (sold under contract March 1937-deed not delivered)	1190.00

B — LEASEHOLD

Location	Assessed value for Taxes
NONE	

C — MORTGAGES

Location of property	Amt. of Mortgage	Mortgagor's Name
Lot and dwelling East side of Washington Street Annapolis, Md.	$600.00 Unpaid balance (now $550.)	Jessie Kirby, widow
Lot and dwelling 19 East Street Annapolis, Md.	$700.00 ~~2~~ 1941	Charles Day Jackson, bachelor.

D — BONDS

Name of Obligor	No. of Bonds	Amount of bond	Maturity of Bond
NONE			

E — STOCKS

No. and Class of shares	Name of Company	Certificate Nos.	Pay Value	Date of Certificate
4 common stock	The Baltimore Transit Company	C9910		Nov. 18, 1936
10 Pref stock	The Rockcastel Cement & Line Co.	22		Apr. 12, 1917
2½ Capital	The Kentucky Portland Cement and Coal	180		July 28, 1913
40 pref.	The Rockcastel Cement & Lime Co.	16		April 12,1917
5 shares	Workingmens Bldg.& Loan Assn.	478	130	May 1, 1899
2 "	" " " " "	479	130	May 1, 1899
2 "	" " " " "	480	130	May 1, 1899
1 "	" " " " "	481	130	May 1, 1899
1 "	" " " " "	485	130	Nov. 15,1899
5 "	" " " " "	496	130	Aug. 1,1900
5 "	" " " " "	497	130	Aug. 1, 1900
5 "	" " " " "	499	130	Aug. 1, 1900
5 "	" " " " "	500	130	Aug. 1, 1900
5 "	" " " " "	501	130	Aug. 1, 1900

Common Stock	Workingmens Bldg.& Loan Assn.	Certificate Nos.	Par Value	Date of Certificate
5 shares	" " " " "	510	130	Dec. 1,1900
5 "	" " " " "	511	130	Dec. 1,1900
2 "	" " " " "	1521	130	Sept.30,1938

F CHATTELS

Decree in personam passed by the Circuit Court for Anne Arundel County, Mar 4, 1938 ag. Vaclov and Anna Vaclov $1,081.06

G. CASH $ 448.55

No. Book

4839 Deposited in Savings Account County Trust Company 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. DEBTS

	Date of Order of Order directing sales/	Gross Amount of sales	Expenses	Net Amount Received
Cash on deposit in January 1937				$ 748.55
Corpus cash collected in year 1937				665.00
Received on account of				
Bryan Thomas Contract 1/1/38 to 12/31/38		$ 300.00		
Comms.paid to Julian Brewer & Sons			15.00	
Net amount collected to Dec. 31, 1938				285.00
Received on account of Jessie Kirby mortgage		50.00		50.00
		Total Net Receipts		$1748.55

B. EXPENDITURES - PURCHASES, Etc. CREDITS

	Date of order of Court Authorizing Purchase	purchase Price	Expenses	Gross Amount paid
Loan to Jessie Kirby 2/7/38 secured by mortgage	2/3/38			600.00
Loan to Charles Day Kirby 6/9/38-secured by mortgage	2/9/38			700.00
			Total Gross expenditures	$1300.00
			Total Corpus Cash Balance As Per This Report	$ 448.55

MEMORANDUM OF INCOME

THIRD: That since the last annual report, the Trustee has received income of said Trust estate to the amount of Four hundred twenty one dollars seventy eight cents $421.78

CASH BALANCE AS PER LAST REPORT	28.85
TOTAL GROSS INCOME	$450.63
and during that time has made payments aggregating OPERATING EXPENSES	405.02
Leaving the NET INCOME of the ESTATE	$ 45.61

which she has paid on account of 1939 indebtedness.

Leaving a Cash Balance of Income undistributed this date $ . . . . .
as will appear from the RECEIPTS andVOUCHERS which will be exhibited to one of the AUDITORS OR MASTERS of this COURT when required. Amount of rents received direct by Beneficiary from Jan. 1, 1938 to December 31, 1938 $2301.50

M. Clare M. Green , Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 27 day of Feb. 1940,personally appeared before me M. Clare M. Green,Trustee of the Estate of Frederic1 L. J. Gelhaus and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

Myrtle Sturm,

(Notarial Seal)

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 April, 1938.

Laura R. Jickling, Auditor
of the Circuit Court for Anne Arundel County.

STATEMENT OF RECEIPTS AND DISBURSEMENTS FROM JANUARY 1,1938 TO DECEMBER 31,1938.

RECEIPTS.

1938		
Jan. 1,	Balance as shown by 1937 Statement	28.85
6	Julian Brewer-Bryan Contract Int. due 1/1/38	4.50
Feb. 2,	" " " " " " 2/1/38	4.50
9	Jessie Kirby on acct. Int. due 8/7/38	1.73
15	Received from Corpus of Estate for Comms. paid against corpus collections to J. Brewer-Bryan Contract out of income account	12.50
Mar. 2	Rec. J. Brewer-Bryan Contract Int. due 3/1/38	4.50
8	Rec. from Mrs. A. Gelhaus	25.00
May 4	Julian Brewer-Bryan Contract Int. due 4/1/38	4.50
" "	" " " " " " 5/1/38	4.00
9	Workingmens Building & Loan Assn. Div.	149.50
June 6	Rec. J.Brewer-Bryan Contract Int. 6/1/38	4.00
July 7	Rec. J.Brewer-Bryan Contract Int 7/1/38	4.00
13	Jessie Kirby Bal. Interest due 8/7/38	16.28
Aug. 9	Rec. J.Brewer-Bryan Contract Int. 8/1/38	4.00
Sept.8	" " " " " " 9/1/38	3.50
Oct. 6	" " " " " " 10/1/38	3.50
Nov. 5	" Workingmens Building & Loan Assn. Div	149.50
10	Rec. J.Brewer-Bryan Contract Int. 11/138	3.50
Dec. 13	" " " " " " 12/1/38	3.50
Dec. 31	Rec. County Trust Company Int. 6/1/38	9.74
" "	" " " " " 12/1.38	9.53
		$450.63

Disbursements.

1938

Jan. 6,	J. Brewer Comms.		1.48
Feb. 2	" " "		1.48
Mar. 2	" " "		.23
16	A.A.C. Sanitary Commission		2.80
"	Jos. H. Pepper Treas.		
	1937 State & Co. taxes	51.14	
	" " " " "	5.95	57.09
May 4	J.Brewer Comms. for April.		.23
4	J. Brewer Comms. May		.20
9	Geo. F. Quaid Treas. 1937 City taxes		38.70
	Jos. H. Pepper Treas.		
	1938 State Co. taxes 99-111 Spa Road		98.05
	" " " " 113 Spa Road		28.64
June 6	J/ Brewer Comms.		.20
July 7	J. Brewer Com_s.		.20
Aug. 9	J.C.Brewer Comms		.20
22	N. H. Hillman, Auditor		4.00
Sept.8	J. C. Brewer Comms		.18
Oct. 8	" " " "		.18
Nov. 7	Myrtle Sturm, Agent American Bonding Co. Prem.on Bond		48.00
	Amount forward		$281.86

Disbursements

Amount Forward-			281.86
1938			
Nov. 7	Jos. H. Pepper, Treas. 1938 State & Co. taxes 5 acre tract Spa Road		14.22
"	" " " " / Lot & Dwelling Greenfield St.		42.09
	Jos. H. Pepper Treas. 1938 State & Co. taxes 212-214 West St.,		47.28
10	J. C. Brewer Comms.		.18
Dec. 13	J. C. Brewer Comms.		.18
31	M.C.M.Green Comms. on $384.28 5%		19.21
	Balance		45.61
			$450.63

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this twenty-eighth day of July, 1941, that the Report and Account of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus 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 $4.00 for her services in examining and verifying this Report.

Respectfully submitted,

Laura R. Jickling, Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 31 day of July, 1941, that the aforegoing report of the Trustee be and the same is hereby finally ratified and confirmed.

Ridgely P. Melvin,

Judge.

Filed Aug. 2, 1941

TRUSTEE'S FIFTH REPORT UNDER RULE 20.

In the Matter of the Trust Estate of	:	IN THE CIRCUIT COURT FOR
Frederick L. J. Gelhaus	:	ANNE ARUNDEL COUNTY, IN EQUITY.
vs	:	No. 4497

REPORT UNDER RULE 20

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of M. Clare M. Green, Trustee, respectfully shows:

FIRST. That the TRUST ESTATE now consists of the following property

A REAL ESTATE

LOCATION	ASSESSED VALUE FOR TAXES
No. 359 West Street (Home)	$ 2800.00
Nos. 99-101-103-105-107-109-111 Spa Road	3650.00
Nos. 212-214 West Street	2640.00
No. 113 Spa Road	1030.00
Nos. 8-10-12-&14 Greenfield Street	1480.00
Lot (Approx 5 acres) Spa Road	500.00
18½ acres and dwelling Crain Highway about 2 miles South of Glen Burnie A.A.Co. Md.(sold under contract March 1937-deed not delivered)	1190.00
	$13,290.00

B LEASEHOLD

Location	Assessed Value for Taxes
NONE	

C MORTGAGES

Location of Property	Amt. of Mortgage	Mortgagor's Name.
Lot and Dwelling East side of Washington Street, Annapolis, Md.	$600.00 (unpaid bal.) $450.00	Jessie Kirby, Widow
Lot and dwelling 19 East Street Annapolis, Md.	$300.00 (unpaid bal. now $400.00)	Charles Day Jackson, bachelor

D BONDS

NAME OF OBLIGOR	No. of Bonds	Amount of Bond	Maturity of Bonds.
NONE			

No. 68 Equity

E STOCKS

No. and Class of Shares	Name of Company	Certificate Nos.	Par Value	Date of Certificate
4 shs Common.	The Baltimore Transit Company	C9910		Nov. 18,1936
10 pref. stock	The Rochcastle Cement & Lime Co.	22		Apr. 12,1917
2½ capital	The Kentucky Port and Cement & Coal	180		July 28,1913
40 pref.	The Rockcastle Cement & Lime Co.	16		April 12,1917
5 shares	Workingmens Bldg & Loan Asso.	478	130	May 1,1899
2 "	" " " " "	479	130	May 1, 1899
2 "	" " " " "	480	130	May 1, 1899
1 "	" " " " "	481	130	May 1,1899
1 "	" " " " "	485	130	Nov. 15,1899
5 "	" " " " "	496	130.	Aug. 1,1900
5 "	" " " " "	497	130	Aug. 1,1900
5 "	" " " " "	499	130	Aug. 1, 1900
5 "	" " " " "	500	130	Aug. 1, 1900
3 "	" " " " "	501	130	Aug. 1,1900
5 "	" " " " "	510	130	Dec. 1,1900
5 "	" " " " "	511	130	Dec. 1, 1900
2 "	" " " " "	1521	130	Sept.30,1936
			$5980	

F CHATTELS

Decree in Personam passed by the Circuit Court for Anne Arundel County,Mar 4.,1938 ag. Vaclov and Anna Vacek $1,081.06

G CASH $1118.06

No Book

4839 DEPOSITED IN Savings Account County Trust Company 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 Court Directing Sales.	Gross Amount of Sales	Expenses	Net Amount Received
Corpus Cash Balance as Per Last Report				448.55
Received on account of Bryan Thomas Contract 1/1/39 to 12/31/39		$300.00		
Comms.paid to Julian Brewer & Sons				
Comms. on above amt.			15.00	
Net amount collected to Dec.31,1939				285.00
Received on account of Jessie Kirby Mortgage		100.00		100.00
Received on account of Chas.Day Jackson mortgage		300.00		300.00
Total Net Receipts				$1133.55

J.H.H. No. 68 Equity

B	EXPENDITURES-PURCHASES, ETC.		CREDITS
	Date of Order Court Authorizing Purchase	Price	Expenses Gross Amount paid
To M. Clare M. Green Trustee Cooms on Corpus of Estate 1/8 of 1% on $21,253.55 Under Acts of General Assembly Of 1939 Chapter 100 Sec.268 B to Article 16 7/12 of $26.56			$15.49
		Total gross Expendures	$ 15.49
		Total Corpus Cash Balance as per this Report.	$1118.06

. . . . . .

MEMORANDUM OF INCOME

Third: That since the last annual report, the Trustee has received income of said Trust estate to the amount of Four hundred fifty six dollars and ninety seven cents $411.36

CASH BALANCE AS PER LAST REPORT 45.61

TOTAL GROSS INCOME $456.97

AND DURING THAT TIME HAS MADE PAYMENTS AGGREGATING °OPERATING EXPENSES- 435.25

Leaving the NET INCOME of the ESTATE $ 21.72

whichshe has applied to 1940 indebtedness $ ----

LEAVING A CASH BALANCE OF INCOME UNDISTRIBUTED THIS DATE $-----

as will appear from the Receipts and Vouchers which will be exhibited to one of the Auditors or Masters of this Court when required. Amount of rents received direct by Beneficiary from January 1, 1939 to December 31,1939 $2256.00

M. Clare M. Green, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this27 day of February, 1940 personally appeared before me M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, 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)

Myrtle Sturm

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 twenty-eighth day of July, 1941.

Laura R. Jickling, Auditor.

Of CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

Statement of Receipts and Disbursements from January 1,1939 to December 31, 1939.

RECEIPTS.

1939		
Jan.	1 Balance as shown by 1938 Statement	45.61
	8. Julian Brewer-Bryan Thomas Contract Int.due 1/1/39	3.00
Feb.	6 Jessie Kirby Int. due 2/7/39	16.50
	9 Julian Brewer-Bryan Thomas Contract due 2/1.39	3.00

Mar.	7	Julian Brewer-Bryan Thomas Contract Int. due 3/1/39		3.00
Apr.	14	J.Brewer Bryon Thomas contract Int. 4/1/39		3.00
May	8	W. B. & L. Asso. Div.		149.50
	16	J. Brewer B. Thomas contract 5/1/39		2.50
June	6	Chas. D. Jackson Int. 6/9/39		21.00
	6	J. Brewer-B. Thomas contract Int. 6/1/39		2.50
July	15	J. Brewer-B. Thomas contract Int. 7/1/39		2.50
Aug.	1	Jessie Kirby Int. 8/7/39		15.00
	17	J. Brewer-B. Thomas contract Int. 8/1/39		2.50
Sept.	27	J. Brewer- B. Thomas contract 9/1/39		2.00
Oct.	6	J. Brewer-B. Thomas contract 10/1/39		2.00
Nov.	6	W. B. & L. Asso. Div.		149.50
	13	J.Brewer-B. Thomas contract 11/1/39		2.00
Dec.	7	Chas. D. Jackson Int. due 12/9/39		15.00
	8	J. Brewer-B. Thomas contract 12/1/39		2.00
		Interest Rec. County Trust Co. June 1939	5.45	
		" " " " " December 1939	9.41	14.86
				$456.97

Disbursements.

1940

Jan.	8	J. Brewer comms.		.15
	14	Capital Gazette Press		.74
		Jos. H. Pepper Treas. on acct. 1938		
		State & Co. taxes 359 West Street		40.00
Feb.	8	J. Brewer Comms.		.15
	9	Jos.H. Pepper Treas. on acct. 1938 State & Co. taxes 359 West Street.		25.00
Mar.	7.	J. Brewer- comms.		.15
Feb.	25	A. A. Sanitary Comms.		2.80
Apr.	14	J. C. Brewer Comms.		.15
May	16	J. C. Brewer Comms.		.13
June	6	J. C. Brewer Comms		.13
May	8	Geo. F.Quaid Treas. 1938 City taxes		40.60
	8	Jno. M. Green Treas. State & Co. taxes		
		Greenfield Street 1939	44.00	
		212-214 West St.	47.95	
		Bal. 359 West St. 1938	12.68	
		on acct. 5 acres 1939	10.00	114.63
July	15	J. Brewer Comms		.13
Aug.	17	J. Brewer Comms		.13
Sept.	17	J. Brewer Comms		.10
Oct.	6	J. Brewer Comms.		.10
Nov.	13	J. Brewer Comms.		.10
				$ 225.19
		Amount Forwarded		225.19

1940

Nov. 7 Myrtle Sturm, Agent ,premium on Bond. 48.00

J.H.H. No. 68 Equity

	John M. Green, Treas. State & Co. Taxes		
	Bal. on 5 acres 1939	4.87	
	359 West St.	85.17	
	113 Spa Road 1939	31.35	
	99-111 inc. Spa Road on acct. 1939	20.00	141.39
Dec. 8	J. C. Brewer, Comms.		.10
	M. C. M. Green, Trustee Commissions on $411.36 at 5%		20.57
	Balance on hand		21.72
			$456.97

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this Twenty-eighth day of July, 1941, that the Report and Account of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus 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 $4.00 for her services in examining and verifying this account.

Respectfully Submitted,

Laura R. Jickling.
Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 31 day of July 1941, that the aforegoing report of the Trustee be and the same is hereby finally ratified and confirmed.

Ridgely P. Melvin,
Judge.

Filed Aug. 2, 1941

In the Matter of the	:	No. 4497 Equity
Trust Estate	:	In the Circuit Court
of	:	for
Frederick L. J. Gelhaus	:	Anne Arundel County.

TRUSTEE'S SIXTH REPORT UNDER RULE 20.

REPORT UNDER RULE 20.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of M. Clare M. Green, Trustee, respectfully shows:

FIRST. That the TRUST ESTATE now consists of the following property.

A	REAL ESTATE	
	LOCATION	ASSESSED VALUE FOR TAXES.
No. 359 West Street (Home)		$2800.00

J.H.H. No. 68 Equity

Nos. 99-101-103-105-107-109-11 Spa Road	$3650.00
No. 212-214 West Street	2640.00
No. 113 Spa Road	1030.00
Nos. 8-10-12-14 Greenfield Street	1480.00
Lot - (Approx. 5 acres) Spa Road	500.00
A. A. Co. Md. (Sold under Contract-March 1937- deed not delivered)	1190.00
	$ 13,290.00

B LEASEHOLD

Location	Assessed value for taxes

C MORTGAGES

Location of Property	Am't of Mortgage	Mortgagor's Name
Lot and dwelling East side of Washington St.Annapolis, Md.	$ 600.00 unpaid bal. 350.00	Jessie Kirby, Widow
Lot and dwelling 19 East Street, Annapolis, Maryland	700.00 unpaid bal. 100.00	Charles D,Johnson, bachelor.

D BONDS

Name of Obligor	No. of Bonds	Amount of Bonds	Maturity of Bonds.

E STOCKS

No.and Class of shares	Name of Company	Certificate Nos.	Par Value	Date of Certificate
4 shs. common	The Baltimore Transit Company	C9910		Nov. 18, 1936
10 pref. stock	The Rockcastle Cement and Lime Co	22		Apr. 12,1917
21/2 capital	The Kentucky Portland Cement & Coal	180		July 28,1913
40 pref.	The Rockcastle Cement and Lime Co.	16		April 12,1917
5 shares	Workingmens Bldg. and Loan Asso.	478	130	May 1; 1899
2 "	" " " " "	479	130	May 1, 1899
2 "	" " " " "	480	130	May 1, 1899
1 "	" " " " "	481	130	May 1,1899
1 "	" " " " "	485	130	Nov. 15,1899
5 "	" " " " "	496	130	Aug. 1, 1900
5 "	" " " " "	497	130	Aug. 1,1900
5 "	" " " " "	499	130	Aug. 1, 1900
5 "	" " " " "	500	130	Aug. 1, 1900
3 "	" " " " "	501	130	Aug. 1, 1900
5 "	" " " " "	510	130	Dec. 1,1900
5 "	" " " " "	511	130	Dec. 1,1900
2 "	" " " " "	1521	130	Sept. 30 1936
			$5980	

G CASH $ 1776.51

No. Book DEPOSITED IN Savings Account County Trust Company Bank

4839

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			$1118.06
Received on account of Bryan Contract 1/1/40 to 12/31/40		$300		
Comms.pd.to Julian Brewer and Sons on same			15	285.00
Received on Account of Jessie Kirby's Mortgage		100		100.00
Received on account of Charles D. Jackson's Mortgage		300.		300.00
			Total Net Receipts	$1803.06

B	EXPENDITURES-PURCHASES, Etc.			CREDITS
	Date of Order of Court	Purchase Price	Expenses	Gross Amount paid
To M.Clare M. Green Trustee Comms. on Corpus of Estate 1/8 of 1% on $21,238.06 Under Acts of General Assembly of 1939 Chapter 100 Sec.268B				26.55
			Total Gross Expenditures	$ 26.55
			Total Corpus Cash Balance as per This Report	$ 1776.51

MEMORANDUM OF INCOME

THIRD. That since the last annual report, the Trustee has received income of said Trust estate in the amount of $ 383.17

CASH BALANCE AS PER LAST REPORT 21.72

TOTAL GROSS INCOME $ 404.89

and during that time ha_ made payments aggregating-OPERATING EXPENSES 241.79

Leaving the NET INCOME of the ESTATE $ 163.10

LEAVING A CASH BALANCE OF INCOME UNDISTRIBUTED THIS DATE as will appear $

from the RECEIPTS and VOUCHERS which will be exhibited to one of the Auditors or Masters of this Court when required. Amount of rents received direct by Beneficiary from January 1, 1939 to December 31, 1939, $2,229.80

M. Clare M. Green,

Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 1st day of August, 1941, personally appeared before me M.

Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus 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) Clemence C. Burwell, 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, correspond with the last report of the Trustee filed the twenty-eighth day of July, 1941.

Laura R. Jickling, Auditor of

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

Statement of Receipts and Disbursements from January 1, 1940 to December 31,1940.

Receipts

1940			
Jan.	1	Balance as shown by 1939 Statement	21.72
	9	J. Brewer - B. Thomas Contract	1.50
	31	Jessie Kirby Int. due 2/7/40	13.50
Feb.	7	J. Brewer - B. Thomas Contract	1.50
Mar	8	J. Brewer - B. Thomas Int.	1.50
Apr.	9	J. Brewer - B. Thomas Int.	1.50
May	6	Rec. W.B.& L. Asso. Div.	149.50
	16	J. Brewer - B. Thomas Int.	1.00
Jun.	12	J. Brewer - B. Thomas Contract	1.00
	7	Rec. Charles D. Jackson Int. due 6/9/40	12.00
	30	Int. County Trust Company	12.39
July	5	J. Brewer - B. Thomas Int.	1.00
	26	J. Brewer - B. Thomas Int.	12.00
Aug.	8	J. Brewer - B. Thomas Int.	1.00
Sept.	7	J. Brewer - B. Thomas Int.	.50
Oct.	9	J. Brewer - B. Thomas Int.	.50
Nov.	12	J. Brewer - B. Thomas Int.	.50
	15	W. B. & L. Asso. Div.	149.50
Dec.	5	J. Brwerer - B. Thomas Int.	.50
	6	Charles Day Jackson - Int. due 12/9/40	6.00
	31	Int. County Trust Company	16.28
			404.89

Disbursements.

1940			
Jan.	9	J. Brewer Commission	.08
Feb.	7	J. Brewer Comms.	.08
	23	Julian Brewer	4.50
Mar.	8	J. Brewer Comms.	.08
Apr.	9	J. Brewer Comms	.08
May	16	J. Brewer Comms.	.05
	8	Geo.F. Quaid, Treas.	
		1939 City Taxes	39.42

J.H.H. No. 68 Equity

May 8	J.A: Wallou, Treas. Bal. 1939 S. & Co. Taxes	92.61
June 12	J. Brewer Comms.	.05
Jul. 5	J. Brewer Comms.	.05
Aug. 8	J. Brewer Comms	.05
Sept. 7	J. Brewer Comms	.03
Oct. 9	J. Brewer Comms.	.03
9	1940 City Taxes	37.46
Nov. 12	J. Brewer Comms.	.03
Dec. 5	J. Brewer Comms.	.03
30	Myrtle Sturm, Agent, bond premium	48.00
31	M. Clare M. Green, Trustee, Comms. on 383.17	19.16
	Balance on hand	163.10
		404.89

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this twenty-eighth day of July, 1941, that the Report and Account of M. Clare M. Green, 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. Excepttions.

And the Auditor charges $4.00 for her services in examining and verifying this report.

Respectfully Submitted,

Laura R. Jickling, Auditor.

FINAL ORDER.

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 31 day of July 1941, that the aforegoing report of the Trustee be and the said is hereby finally ratified and confirmed.

Ridgely P. Melvin,

Judge.

Filed Aug. 2, 1941

IN THE MATTER OF THE	:	No. 4497 Equity
TRUST ESTATE	:	In the Circuit Court
OF	:	for
FREDERICK L. J. GELHAUS.	:	Anne Arundel County.

;; ;;;; ; ; ; ;; ; ;

TRUSTEE'S SEVENTH REPORT UNDER RULE 20

REPORT UNDER RULE 20.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of M. Clare M. Green, Trustee, respectfully shows:

FIRST: That the TRUST ESTATE now consists of the following property:

A REAL ESTATE

Location	Assessed value for taxes.
No. 359 West Street (Home)	$ 2,800.00
Nos. 99-101-103-105-107-109-11 Spa Road	3,650.00
No. 212-214 West Street	2,640.00
No. 113 Spa Road	1,030.00
Nos. 8-10-12-14 Greenfield Street	1,480.00
Lot - (Approx. 5 acres) Spa Road	500.00
	$12,100.00

(A.A. County, Maryland-Sold under contract March 1937)
($500. received at time of esecution of contract; $300)
(received in each of the years 1938,1939 and 1940 and)
(deed delivered during 1941)

. . . . . .

B LEASEHOLD

Location	Assessed value for taxes
—	—

. . . . . .

C MORTGAGES

Location of Property	Am't of Mortgages	Mortgagor's Name
Lot and dwelling East side of	$600.00	Jessie Kirby, widow
Washington St.,Annapolis, Md.	unpaid bal.	
	$247.50	
Lot and dwelling- West Annapolis	$900.00	
Anne Arundel County, Md.	unpaid bal.	John H.Smith, wife deceased.
	$900.00	

. . . . . .

D BONDS

Name of Obligor	No. of BONDS	Amount of Bond	Maturity of Bonds
---	--	--	--

. . . . . .

E STOCKS

No. and Class of shares	Name of Company	Certificate Nos.	Par value	Date of Certificate
4 shs. Common	The Baltimore Transit Company	C9910		Nov. 18,1936
10 Pref.Stock	The Rockcastle Cement and Line Co.	22		Apr. 12, 1917
21/2 capital	The Kentucky Portland Cement and Coal	180		July 28,1913
40 pref.	The Rockcastle Cement and Line Co.	16		Apr. 12, 1917
5 shares	Workingmens Bldg. and Loan Assn,	478	130	May 1, 1899
2 "	" " " " "	479	130	May 1, 1899
2 shares	" " " " "	480	130	May 1, 1899
1 "	" " " " "	481	130	May 1, 1899
1 "	" " " " "	485	130	Nov. 15,1899
5 "	" " " " "	496	130	Aug. 1, 1900
5 "	" " " " "	497	130	Aug. 1,1900
5 "	" " " " "	499	130	Aug. 1,1900

5 shares	Workingmens Bldg. and Loan Asso.	500	130	Aug. 1, 1900
3 "	" " " " "	501	130	Aug. 1, 1900
5 "	" " " " "	510	130	Dec. 1,1900
5 "	" " " " "	511	130	Dec. 1, 1900
2 "	" " " " "	1521	130	Sept. 30,1936
			$5980	

F CHATTELS

Decree in Personam passed by the Circuit Court for Anne Arundel County March 4, 1938 ag. Vaclov and Anna Vacek $1,081.06

G CASH $1,079.01

No. BOOK

4839 DEPOSITED IN Savings Account County Trust Company 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				$1,776.51
Received on account of				
Jessie Kirby's Mortgage		$102.50		
Received-Balance of Mortgage				
Charles D. Jackson		100.00		
Total Net Receipts				$1,979.01

B EXPENDITURES-PURCHASES,Etc., CREDITS

	Date of Order of Court authorizing Purchase.	Purchase Price	Expenses	Gross Amount Paid
To Newton B. Collinson &	Mar. 14,1941			
Edward Collinson Adms.of Estate				
pf Nicholas Brewer Purchase of				
Mortgage from John H.Smith		$900.00		

TOTAL GROSS EXPENDITURES $ 900.00

TOTAL CORPUS CASH BALANCE AS PER THIS REPORT $ 1,079.01

THIRD. That since the last annual report, the Trustee ha_ received income of said TRUST estate to the amount of $ 381.50

CASH BALANCE AS PER LAST REPORT 163.10

TOTAL GROSS INCOME $ 544.60

and during that time ha_ made payments aggregating-OPERATING EXPENSES- $ 518.68

Leaving the NET INCOME of the ESTATE $ 25.92

which he ha_ paid over to _____

LEAVING A CASH BALANCE OF INCOME UNDISTRIBUTED THIS DATE $_____

as will appear from the Receipts and Vouchers which will be exhibited to one of the Auditors or Masters of this Court when required. Amount of rents received direct by Beneficiary from January 1,1941 to December 31,1941. $2,267.25.

M. Clare M. Green, Trustee.

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

I hereby certify that on this 23rd day of June, 1942, personally appeared before me the subscriber, a Notary Public of the State & County aforesaid and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

Clemence C. Burwell,

(Notarial Seal) Notary Public.

This Blank to be Filled Out By AUDITOR.

The Corpus of the ESTATE as above stated, ex e½t certain changes duly authorized by the Court and fully stated under RECEIPTS and EXPENDITURES, corresponds with the last report of the Trustee filed the second day of August, 1941.

Laura R. Jickling, Auditor of

Circuit Court for Anne Arundel County

. . . . . .

Statement of Receipts and Disbursements from January 1,1941 to December 31,1941.

Receipts

1941		
Jan. 1	Balance as shown by 1940 statement	$163.10
Feb. 4	Jessie Kirby-interest-Due 2/7/40	10.50
May 12	Workingmen's Building & Loan Asso.-May dividend	149.50
June 9	Charles D. Jackson-interest due to date	3.00
Aug. 5	Jessie Kirby-Interest due 8/7/40	9.00
Nov. 10	Workingmen's Building & Loan Asso.-dividen̲t	149.50
Nov. 8	Mrs. Gelhaus-account 1941 taxes	60.00
	Total	$544.60

Disbursements.

1941		
Jan 6	James A. Walton, Treas., 1940 State & County Taxes, Lots & Improvements 99-101-103-105-107 109-111 Spa Road ($122.31) Lots 8-10-12-14 Greenfield Street ($49.60)	$171.91
Apr. 24	Notary Public fees -Myrtle O'Connor	1.00
July 26	Richard E. Lankford, Agent Bond Premium	48.00
July 31	James A. Walton, Treas., 1941 State & County Taxes, 359 West St.	89.77
Aug. 1	Laura R. Jickling, Court Auditor- 3 reports	12.00
Aug. 1	Notary Public fee- 1940 Report	.25
Aug. 21	John H. Hopkins, 3rd, Rec. Assign. Mortg. Nicholas Brewer Estate	.75
Nov. 10	James A. Walton, Treas. on account 1941 taxes, State and County	135.00
Nov. 26	James A. Walton, Treas., on account 1941 taxes	60.00
	Balance on hand	25.92
		$544.60

J.H.H. No. 68 Equity

IN THE MATTER OF THE	:	In the CIRCUIT COURT
TRUST ESTATE	:	FOR
OF	:	ANNE ARUNDEL COUNTY
FREDERICK L. J. GELHAUS.	:	IN EQUITY
	:	No. 4497.

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this fifteenth day of June, 1942, that the Report and Account of M. Clare M. Green, 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 FOT 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 $4.00 for her examination and verification of this report.

Respectfully submitted,

Laura R. Jickling,

Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 16th day of June, 1942, that the aforegoing report of the Auditor be and the same is hereby finally ratified and confirmed.

Ridgely P. Melvin,

Judge.

Filed June 15, 1942

Order of Reference June 15, 1942

Report of Auditor June 15", 1942

Final Order

Filed 1" July, 1942.

TRUSTEE'S EIGHTH REPORT UNDER RULE 20.

REPORT UNDER RULE 20

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of M. Clare M. Green for 1942 and 1943, Trustee, respectfully shows:

FIRST: That theTRUST ESTATE now consists of the following property:

A REAL ESTATE

Location	Assessed value for taxes
No. 359 West Street (Home)	$ 2,800.00
Nos. 99-101-103-105-107-109-11 Spa Road	3,650.00
Nos. 212-214 West Street	2,640.00
No. 113 Spa Road	1,030.00
Nos. 8-10-12-14 Greenfield Street	1,480.00
Lot - (Approx 5 acres) Spa Road	500.00
	$ 12,100.00

B. LEASEHOLD

Location	Assessed value for taxes
—	—

C MORTGAGES

Location of property	Amt. of Mortgage	Mortgagor's Name
Lot and dwelling-West Annapolis Anne Arundel County, Md.	$ 900.00 Unpaid Balance $ 900.00	John H. Smith (wife deceased).

D BONDS

Name of Obligor	No. of Bonds	Amount of bonds	Maturity of bonds
—	—	—	—

E. STOCKS

No. and Class of shares	Name of Company	Certificate Nos.	Par Value	Date of Certificate
4 shs common	The Baltimore Transit Company	C9910		Nov. 18,1936
10 Pref Stock	The Rockcastle Cement & Lime Co	22		Apl.12,1917
21/2 Capital	The Kentucky Portland Cement & Coal	180		Jul. 28,1913
40 Pref.	The Rockcastle Cement & Lime Co.	16		Apr. 12,1917
5 shares	Workingmen's Bldg. & Loan Assn.	478	130	May 1,1899
2 "	" " " " "	479	130	May 1,1899
2 "	" " " " "	480	130	May 1 1899
1 "	" " " " "	485	130	Nov. 15,1899
5 "	" " " " "	496	130	Aug. 1, 1900
5 "	" " " " "	497	130	Aug. 1, 1900
5 "	" " " " "	499	130	Aug. 1,1900
5 "	" " " " "	500	130	Aug. 1, 1900
3 "	" " " " "	501	130	Aug. 1, 1900
5 "	" " " " "	510	130	Dec. 1,1900
5 "	" " " " "	511	130	Dec.1,1900
2 "	" " " " "	1521	130	Sept.30,1936
1 "	" " " " "	481	130	May 1, 1899
			$5980	

F CHATTELS

Decree in Personam passed by the Circuit Court for Anne Arundel County March 4,1938, ag. Vaclov and Anne Vacek $1,801.06

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G CASH $1,326.51

No. BOOK

621 Deposited in Savings Account County Trust Company Bank

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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			$1,079.01
Received on account of Jessie Kirby's Mortgage	$247.50		247.50
Total Net Receipts			$ 1 326.51

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B EXPENDITURES-PURCHASES, Etc. CREDITS

Date of Order of Court Authorizing Purchases	Purchase Price	Expenses	Gross Amount paid
–	–	–	–
Total Gross Expenditures			$

TOTAL CORPUS CASH BALANCE AS PER THIS REPORT $1,326.51

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STATEMENT OF RECEIPTS AND DISBURSEMENTS FROM JANUARY 1,1942 TO DECEMBER 31, 1943

RECEIPTS

1942-43			
Jan. 1		Balance as shown by 1941 Statement	25.92
" 3	By Cash from	John H. Smith Int. on Mortgage	10.00
Feb. 2	By Cash from	John H. Smith " " "	10.00
" 3	By Cash from	Jessie Kirby " " "	7.43
Mch 3	By Cash from	John H. Smith " " "	7.00
" 10	By Cash from	Mrs, Gelhaus bal. 1941 S. & C. Taxes	46.67
May 11	Recd. from	Gelhaus Estate for 1941 Taxes	26.98
" 12	"	" Workingmen's B. & L. Assn. dividend	149.50
June 22	"	" County Trust Co. Savings Acct Int. 6/30	18.53
July 1	"	" John H. Smith, Int. due 7/15/42	10.00
Aug. 1	"	" John H. Smith " " "	10.00
" 1	"	" John H. Smith, Rec. Assignment Mtge	.75
" 5	"	" Jessie Kirby Int. due Aug. 7	5.93
Sept. 1	"	" John H. Smith, bal. int. due July 15	7.00
Nov. 9	"	" Workingmen's B&L Assn. dividend	149.50
1943			
Jan. 2	"	" John H. Smith, Int. due Jan. 15	10.00
Feb. 3	"	" John H. Smith, " " " "	10.00
" 4	"	" Jessie Kirby, Interest	3.50

Mch.	1	Recd. From	John H. Smith, Interest	7.00
"	15	" "	County Trust Company, Savinggs Acct.	33.67
"	15	" "	Mrs. A. Gelhaus account taxes	50.00
Apl.	14	" "	Luther Forrester Int. on note	3.00
May	1	" "	Workingmen's B&L Assn. Dividend	149.50
June	1	" "	John H. Smith on taxes	10.00
July	1	" "	John H. Smith, Int. due July 15	20.00
"	12	" "	John H. Smith, " " " "	7.00
"	12	" "	John H. Smith, account taxes	13.00
Aug.	2	" "	John H. Smith , " "	8.76
Sept.	28	" "	Mrs. A. Gelhaus for Income taxes	34.28
Nov.	2	" "	Luther Forrester Int. on Note	3.00
"	2	" "	Workingmen's B&L.Assn. dividend	149.50
Dec.	23	" "	Jessie Kirby Interest on Mortgage	4.46
			Amount Carried Forward	$ 1001.88
			Amount Brought Forward Receipts	$ 1001.48

DISBURSEMENTS

1942				
Mch.	6	To J. D. Lazenby refund Int. July 15 to Aug. 21st.	5.40	
Apl.	4	Notary fee on Income Tax Return	1.00	
Mch.	10	To James D. Walton 1941 taxes on account	46.67	
May	11	To James D. Walton " " balance	25.78	
June	2	To Clare Green Duckett fees 1941	50.00	
"	2	To Clare Green Duckett bond premiums	48.00	
"	4	To James A. Walton, account 1942 Taxes	98.20	
Aug.	10	To Laura R. Jickling Auditors fee	4.00	
Dec.	23	To Clare Green Duckett fees 1942	50.00	
"	23	To City Taxes 1941 and 1942	76.49	
"	23	To James A. Walton acct 1942 S&C Taxes	79.67	
1943				
June	2	Bond premium	48.00	
"	25	To James A. Walton acct S&C Taxes	231.73	
Sept.	15	To Collector Int. Revenue 1/2 Income Taxes	17.14	
Nov.	26	To James A. Walton, account 1943 Taxes	150.00	
Dec.	13	To Colr.Internal Revenue 1/2 Income Tax	17.14	
"	31	To Clare Green Duckett, fees 1943	50.00	
		Balance on Hand	2.66	
			$ 1001.48	$1001.48

1517.90
999.22
3186

1001.48
2.66
999.22

J.H.H. No. 68 Equity

MEMORANDUM OF INCOME

THIRD. That since the last annual report, the Trustee has received income of said Trust estate in the amount of $ 975.96

Cash balance as per last report 25.92

TOTAL GROSS INCOME $ 1001.88

and during that time ha_ made payments aggregating

OPERATING EXPENSES 999.22

Leaving the NET INCOME of the ESTATE $ 2.66

which _he ha_ paid over to

LEAVING A CASH BALANCE OF INCOME UNDISTRIBUTED THIS DATE $ 2.66

as will appear from the Receipts and Vouchers which will be exhibited to one of the Auditors or Masters of this Court when required. Amount received direct by Beneficiary from January 1, 1942 to December 31, 1943, $4,533.75.

M. Clare M. Green

Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 6" day of April, 1944, personally appeared before me CLARE GREEN DUCKETT and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

Clemence C. Burwell.

(Notarial Seal) 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 second day of August, 1941.

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 sixteenth day of March, 1944, that the Report and Account of N. Clare M. Green, Trustee be referred to Laura R. Jickling, Auditor, for examination under Equity Rule 20 of this Court.

Ridgely P. Melvin,

Judge,

J.H.H. No. 68 Equity

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, which covers a period of two years.

April 6, 1944.

Respectfully Submitted.

Laura R. Jickling,

Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 6th day of April, 1944, that the aforegoing report of the Trustee be and the same is hereby finally ratified and confirmed.

Ridgely P. Melvin,

Judge.

Filed March 16", 1944 fd.
Order of Reference March 16", 1944 fd.
Report of Auditor April 6", 1944 fd
Final Order April 6", 1944. fd.

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For Previous records See DOCKET NO. 6, EQUITY

T H E E N D .

For further proceedings see J.H.H. No. 69 EQUITY, page No. 1, to 51:

John H. Hopkins, 3rd, Clerk.

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THE END