

J.H.H. No. 69 EQUITY

IN THE MATTER OF THE : NO. 4497 EQUITY  
 TRUST ESTATE : IN THE  
 OF : CIRCUIT COURT FOR ANNE  
 FREDERICK L. J. GELHAUS, : ARUNDEL COUNTY  
 DECEASED. : IN EQUITY  
 : No. 4497

FOR PREVIOUS RECORDS SEE DOCKET NO. 6 & No. 68 EQUITY.

TRUSTEE'S NINTH REPORT UNDER RULE 20

REPORT UNDER RULE 20.

To the Honorable, the Judges of said Court:

The Report of M. Clare M. Green, Trustee, for 1944 and 1945, 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)	Insurance 4400.	\$ 2,800.00
Nos. 99-101-103-105-107-109-11 Spa Road	817-18-21-23-25-27-29 2500 2800	3,650.00
Nos. 212-214 West Street	3000	2,640.00
No. 113 Spa Road	1000.	1,030.00
Nos. 8-10-12-14 Greenfield Street	1200. 1200.	1,480.00
Lot-(Approx 5 acres) Spa Road		<u>500.00</u>
		<u>\$12,100.00</u>

B LEASEHOLD

Location -	Assessed value for taxes. -

C MORTGAGES

Location of property	Amount of mortgage	Mortgagor's Name
Lot and dwelling-West Annapolis Anne Arundel County, Maryland,	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 No.	Par Value	Date of Certificates
4 shs common	The Baltimore Transit Company	C9919		Nov. 18, 1936
10 Pref. Stock	The Rockcastle Cement & Lime Co.	22		Apr. 12, 1917
21/2 Capital	The Kentuckey Portland Cement & Coa.	180		Jul. 28, 1913
40 Pref.	The Rockcastle Cement & Lime Co.	18		Apr. 12, 1917
5 shares	Workingmen's Bldg & Loan Assn.	478	130	May 1, 1899
2 "	" " " " "	479	130	May 1, 1899
2 "	" " " " "	480	130	Nov. 1, 1899
1 "	" " " " "	485	130	Nov. 15, 1899
5 "	" " " " "	496	130	Aug. 1, 1900

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No. & Class of shares	Name of Company	Certificate Nos.	Par Value	Date of Certificate
5 shares	Workingmen's Bldg. & Loan Assn.	497	130	Aug. 1, 1900
5 "	" " " "	499	130	Aug. 1, 1900
5 "	" " " "	500	130	Aug. 1, 1900
5 "	" " " "	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	<u>130</u>	May 1, 1899
			\$5980	

F

CHATELS

Decree in Personam passed by the Circuit Court for Anne Arundel County, March 4, 1938, ag. Vaclov and Vacek \$1,801.06

G

CASH \$1326.51

No. Book

621 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			\$1,326.51
None			
Total Net Receipts			<u>\$1,326.51</u>

B

EXPENDITURES-PURCHASES, Etc.

CREDITS

Date of Order of Court Authorizing Purchase	Purchase Price	Expenses	Gross Amount Paid
None			

Total Gross Expenditures \$ \_\_\_\_\_

Total Corpus Cash Balance As Per this Report \$1,326.51

In the Matter of the Estate of Frederick L. J. Gelhaus, Deceased. : No. 4497 Equity : In the Circuit Court : for : Anne Arundel County.

Statement of Receipts and Disbursements from January 1, 1944 to December 31, 1945.

Balance as shown by 1942-43- Statement	2.66
By cash from:	
Jan. 4, John Smith Int., on Mortgage	10.00
7-Interest Received Savings Acct.	21.53
Feb. 2-By Cash, John Smith, Int.	17.00
Mar. 16- Refund Taxes	1.63
16- Received from Mrs. Gelhaus	58.47
Apr. 15- Received from Mrs. Gelhaus	8.07

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May 2 -Workingmen Build. & Loan Asso.,Dividend	\$ 149.59
June 7- Received from Mrs. Gelhaus	24.21
July 3- Received from John Smith Int.	12.00
Aug. 7-Received from John Smith Int.	10.00
Sept.16- Interest Savings Account	11.64
Oct. 17- Received Fred L. J. Gelhaus	50.00
Nov. 1 - Workingmen Build. & Loan Asso. Dividend.	149.50
Forrester interest	3.00
1945	
Jan. 9- Received John H. Smith	27.00
Mar. 14- Received Mrs. F. L. J. Gelhaus	40.00
Mar. 20- Received Mrs. F. J. L. Gelhaus	27.50
May 2 - Received Workingmen Build. & Loan Asso.	149.50
July 2 - John H. Smith Interest	10.00
Aug. 29- John Smith	10.00
Mrs. Gelhaus	32.00
Dec. 4 - Mrs. Gelhaus	50.22
	\$880.52

Disbursements

1944	
Mar. 16- James A. Walton, Treas. (1943 Taxes )	\$57.08
Collector Int. Rev. Bal. 1943	8.47
Notary Fee-Inc. Tax F. J. Gelhaus	.50
Apr. 3 - Treas. of City, 1943, City Taxes, (Est.)	36.78
6- Clemence Burwell Notary fee	.50
14- Collector Int. Rev. (1944 Inc. Tax) Est.	8.07
15- Laura R. Jickling Aud. 1942&43 Reports	8.00
May 4- John H. Hopkins Court Costs	46.75
4- James A. Walton Treas. (Bal. 1943Tax)	88.46
June 7- Collector Internal Revenue	24.21
July 28- American Banding Company	48.00
Oct. 17- James A. Walton Treas. (1944)	54.98
Nov. 1- James A. Walton Treas. (on Acct. 1944)	90.00
1945	
Mar 15- Collector Internal Revenue	238.72
15- Collector Internal Revenue	49.50
Apr.16- Comptroller of Maryland	19.41
	\$779.43

\$880.52  
779.43

Balance

\$101.09

MEMORANDUM OF INCOME

THIRD. That since the last annual report, the Trustee \_as received income of said Trust

## J.H.H. No. 69 Equity

Estate to the amount of	\$ 877.86
CASH BALANCE AS PER LAST REPORT	2.66
TOTAL GROSS INCOME	\$ 880.52
and during that time ha_ made payments aggregating-OPERATING EXPENSES-	779.43
Leaving the NET INCOME of the ESTATE	\$ 101.09

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 received direct by Beneficiary from January 1 1944 to December 31, 1945 \$4811.25.

M. Clare M. Green,

Trustee.

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

I hereby certify that on this 23 day of December, 1946 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 there in set forth.

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 sixteenth day of March, 1944.

Laura R. Jickling, Auditor.

OF CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDER OF REFERENCE

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 23 day of December, 1946, that the Report and Account of M. Claren M. Green Trustee be referred to Laura R. Jickling, Auditor, for examination under Equity Rule 20 of this Court.

William J. McWilliams,

Judge.

REPORT OF AUDITOR

To the Honorable, the Judges of the Circuit Court for Anne Arundel County.

The Auditor reports to the Court that he has examined and verified the report of the Trustee filed in this cause, in accordance with Equity Rule No. 20 of this Court, and finds that said Report is correct as filed, except as follows:

No exceptions.

And the Auditor charges \$8.00 for her services in examining and verifying this report, which covers the years 1944 and 1945.

January 6, 1947.

Respectfully Submitted,

Laura R. Jickling, Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 7<sup>th</sup> day of January, 1947, that the foregoing report of the Trustee be and the same is hereby finally

ratified and confirmed.

William J. McWilliams,  
Judge.

Filed Dec. 23", 1946

Order of Reference 23 December, 1946

Report of Auditor, Jan. 6, 1947

Final Order 7 January 1947.

TRUSTEE'S 10 REPORT UNDER RULE 20.

IN THE MATTER OF THE : IN THE CIRCUIT COURT  
TRUST ESTATE : FOR  
OF : ANNE ARUNDEL COUNTY  
FREDERICK L. J. GELHAUS. : IN EQUITY No. 4497.  
. . . . .

REPORT UNDER RULE 20

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of M. Clare M. Green for 1946, 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 ) now 821 West Street	\$2800.00
	Nos. 99-101-103-105-107-109 and 11 Spa Road now 817-829 Spa Road	3650.00
	Now. 212-214 West Street - <i>Sold</i> -	2640.00
	No. 113 Spa Road now 831 Spa Road	1030.00
	No. 8-10-12-14 Greenfield Street	1480.00
	Lot ( Approx 5 acres ) Spa Road <i>sold</i>	500.00
		<hr/>
		\$12,100.00
		3140
		<u>8,960.00</u>

B	LEASEHOLD	
	Location	Assessed Value for Taxes.
	None	

C	MORTGAGES	
	Location of Property	Amount of Mortgage
		Mortgagor's Name
	Lot and dwelling-West Annapolis	\$900.00
	Anne Arundel County, <u>maryland</u>	unpaid balance
		\$900.00
		John H. Smith
		(wife deceased)

D	BONDS	
	Name of Obligor	No. of BONDS
		AMOUNT OF BONDS
		MATURITY OF BONDS.
	None	

E	STOCKS	
	No. and Class	Name of Company
		Certificate Nos.
		Par Value
		Date of Certificate
	4 shs common	The Baltimore Transit Company
		C9910
		Nov. 18, 1936

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No & shares	Name of Company	Certificate No.	Par Value	Date of CertF.
10 Pref. Stock	The Rockcastle Cement & Lime Co.	22		Apr. 12, 1917
2 1/2 Capital	The Kentucky Portland Cement & Coal	180		Jul. 28, 1913
40 Pref.	The Rockcastle Cement & Lime Co	18		Apr. 12, 1917
5 shares	Workingmen's Bld. & 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
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2 "	" " " " "	1521	130	Sept. 30, 1936
1 "	" " " " "	481	<u>130</u>	May 1, 1899
			\$5980	

F CHATTELS

Decree in Personam passed by the Circuit Court for Anne Arundel County, March 4, 1938  
 ag. Vaclov and Anna Vacek \$1,801.06

G CASH \$ 1326.51

No. BOOK

621 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	<u>\$ 1,326.51</u>
None	Total Cash Receipts	<u>\$ 1,326.51</u>

B	EXPENDITURES -PURCHASES, Etc.	CREDITS
	Date of Order of Court authorizing Purchase	Purchase Price
		Expenses Gross Amount paid
None	Total Gross Expenditures	\$ 1,326.51
	Total Corpus Cash Balance As Per This Report	\$

In the Matter of the : No. 4497 Equity  
 Estate of : In the Circuit Court for  
 Frederick L. J. Gelhaus : Anne Arundel County

J.H.H. No. 69 Equity

Receipts

Balance as shown by 1944-45 Report		101.09
Jan. - Received John Smith interest		27.00
May 3 - Received Work. Build. & Loan Asso.		119.60
Sept.25 - Received Work. Build. & Loan Asso.		119.60
Oct. 21- Received John Smith Interest		27.00
31 - A. Gelhaus - Income Tax		68.00
Nov. 6 - Received Work. Build. & Loan Asso.		119.60
Interest on Savings Account		
12/31/44		11.40
6/30/45		11.65
12/31/46		6.74
6/29/46		6.75
12/31/46		6.80
		<hr/>
		\$625.23

Disbursements

American Bonding Co.		
Bond Prems. 6-3-45-46	96.00	
Clare Green Duckett		
Fee 1944	50.00	
Clare Green Duckett		
Fee 1945	50.00	
Coll. Int. Rev. 1946 Est. Tax-		
Antoinette D. Gelhaus	107.00	
Auditor - 1944-1945	8.00	
Auditor - 1946	4.00	
Clare Green Duckett		
Fee 1946	50.00	
	<hr/>	
	\$365.00	365.00
		<hr/>
Balance due the Estate		\$260.23
		<hr/>

MEMORANDUM OF INCOME

THIRD, That since the last annual report, the Trustee ha\_ received income of said Trust estate in the amount of \$ 524.14

CASH BALANCE AS PER LAST REPORT	101.09
TOTAL GROSS INCOME	\$ 625.23
and during that time ha_ made payments aggregating-OPERATING EXPENSES-	365.00
Leaving the NET INCOME of the ESTATE	\$ 260.23

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.

M. Clare M. Green,  
Trustee.

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

I hereby certify that on this 2 day of January, 1947, personally appeared before me, M. Clare M. Green Trustee, and made oath in due form that the matters and facts stated in the foregoing report are true as there in 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-third day of December, 1946.

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 6" day of January, 1947 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.

William J. McWilliams, Judge.

REPORT OF AUDITOR

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

The Auditor reports to the Court that he has examined and verified the report of the Trustee filed in this cause, in accordance with Equity Rule No. 20 of this Court, and finds that said Report is correct as filed, except as follows:

No exceptions.

And the Auditor charges \$4.00 for her services in examining and verifying this report. January 8, 1947.

Respectfully Submitted, Laura R. Jickling, Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 8 day of January 1947, that the foregoing Report of the Trustee be and the same is hereby finally ratified and confirmed.

William J. McWilliams, Judge.

Filed Jan'y. 3", 1947

Order of Reference 6 Jan. 1947

Report of Auditor 8" Jan. 1947

Final Order 8 Jan. 1947.

IN THE MATTER OF THE TRUST ESTATE OF FREDERICK L. J. GELHAUS : No. 4497 EQUITY : IN THE CIRCUIT COURT : FOR : ANNE ARUNDEL COUNTY.

## PETITION FOR APPOINTMENT OF NEW TRUSTEE.

To the Honorable, the Judges of said Court:

The Petition of Frederick L. J. Gelhaus and Antoinette D. Gelhaus, respectfully represents:

1. That under and by virtue of an order of this Court dated May 29, 1935, and passed in the above cause, M. Clare M. Green (now Clare Green Duckett) was appointed as substituted trustee of the estate of Frederick L. J. Gelhaus, deceased.
2. That, because of the small amount of income from said estate and the expense of administering said trust estate, and the further fact that the present trustee, M. Clare M. Green (now Clare Green Duckett) is satisfied to be released from any further duties and obligations relating to said estate, your petitioners are requesting that Frederick L. J. Gelhaus, son of the late Frederick L. J. Gelhaus, and Antoinette D. Gelhaus, be appointed as trustee in the place and stead of the said M. Clare M. Green (now Clare Green Duckett).
3. That the said M. Clare M. Green (now Clare Green Duckett) has consented to the substitution of a trustee in her place and stead, upon being released by the Court of any further responsibility in connection with said trust estate.

Wherefore your petitioners pray this Honorable Court to pass an order releasing and discharging the said M. Clare M. Green (now Clare Green Duckett) from all responsibility and liability to the Trust Estate of Frederick L. J. Gelhaus.

And as in duty bound, etc.,

Frederick L. J. Gelhaus  
Antoinette D. Gelhaus,  
Petitioners.

## CONSENT OF TRUSTEE

I hereby consent to the substitution of a trustee in my place and stead in the foregoing cause, this 13<sup>th</sup> day of March, 1947.

Clare Green Duckett,  
Trustee

Filed 14 March, 1947

## ORDER OF COURT

Upon the foregoing petition and consent, it is hereby ordered this 14<sup>th</sup> day of March, 1947, by the Circuit Court for Anne Arundel County, that M. Clare M. Green (now Clare Green Duckett) be, and she is hereby released and discharged from all responsibility and liability to the Trust Estate of Frederick L. J. Gelhaus, the said release and discharge to be effective from January 1, 1947.

And it is further ordered that Frederick L. J. Gelhaus be, and he is hereby appointed Trustee of the Estate of Frederick L. J. Gelhaus in the place and stead of M. Clare M. Green (now Clare Green Duckett).

And it is further ordered that upon the qualifying of the said Frederick L. J. Gelhaus as such Trustee by filing a bond in the penalty of Ten Thousand Dollars, to be approved by the Clerk of this Court, the said M. Clare M. Green (now Clare Green Duckett) shall turn over to the said Frederick L. J. Gelhaus, the new Trustee, all of the assets of the Trust estate of the said Frederick L. J. Gelhaus, now in her hands.

William J. McWilliams,

A. J.

Filed March 14<sup>th</sup>, 1947.

## PETITION

To the Honorable, the Judges of said Court:

The petition of Frederick L. J. Gelhaus, by Benjamin Michaelson, his solicitor, respectfully represents:

1. That by an order of this Court dated March 14, 1947, your petitioner was appointed as Trustee of the Estate of Frederick L. J. Gelhaus in the place and stead of Clare Green Duckett, and the amount of his bond was fixed at Ten Thousand Dollars.

2. That based on the assets of the trust estate, your petitioner is requesting that the bond be reduced to Eight Thousand Dollars, as this sum is sufficient to protect the beneficiaries of the estate, and the cost of the bond will thus be accordingly reduced.

Wherefore your petitioner prays this Honorable Court to pass an order making the amount of the Trustee's bond Eight Thousand Dollars instead of Ten Thousand Dollars.

Benjamin Michaelson,

Solicitor for Petitioner

Filed April 10, 1947

ORDER OF COURT.

Upon the foregoing petition it is hereby ordered this 14<sup>th</sup> day of April, 1947, by the Circuit Court for Anne Arundel County, that the amount of the trustee's bond in the foregoing cause be, and the same is hereby fixed at Eight Thousand Dollars.

William J. McWilliams,

Judge.

Filed 14 April, 1947

B O N D

MARYLAND, Sc.

KNOW ALL MEN BY THESE PRESENTS, That we, Frederick L. J. Gelhaus, as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N. Y., a corporation of the State of New York, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Eight Thousand (\$8000.00) Dollars, to be paid to the State of Maryland, aforesaid, To which payment, well and truly to be made and done, we bind ourselves, and every of us, our and every of our Heirs, Executors, Administrators and Successors, in the whole and for the whole, jointly and severally, firmly by these presents, sealed with our seals, dated this 4th day June, in the year of our Lord Nineteen Hundred and forty-seven.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Frederick L.J. Gelhaus, shall well and truly perform the offices of Trustee of the Estate of Frederick L.J. Gelhaus late of Anne Arundel County, deceased, according to law, and shall in all respects discharge the duties of him required by law, as Trustee aforesaid, without any injury or damage to any person interested in the faithful performance of the said office, then the above obligation shall be void, it is otherwise to be in full force and virtue in law.

Signed, Sealed and Delivered

in the presence of

KATHARINE H. McCUTCHAN

(Corporate Seal)

FREDERICK L. J. GELHAUS (SEAL)

EAGLE INDEMNITY COMPANY

By Benjamin Michaelson. Atty-in-fact.

Attorney-in-Fact.

Filed & Approved this 5th day of June, 1947.

John H. Hopkins, 3rd, Clerk.

Filed June 5, 1947.

TRUSTEE'S RELEASE.

Know All Men By These Presents, That, I, Frederick L. J. Gelhaus, Trustee of the Estate of Frederick L. J. Gelhaus under Order of Court dated March 14, 1947, do hereby acknowledge to have received from M. Clare M. Green, Trustee, (now Clare Green Duckett) of the Estate of Frederick L.J. Gelhaus the sum of --\$10167.80-- dollars made up as follows in accordance with the Trustee's 10th and final report.

Check #1691 dated March 1, 1947 payable to Frederick L. J. Gelhaus in the amount of \$260.23 being the balance of income in hands of M. Clare M. Green, Trustee. \$ 260.23

Check of M. Clare M. Green, Trustee dated June 12, 1947, payable to Frederick L.J. Gelhaus in the amount of \$1326.51, being the amount of cash on deposit in Savings Account No. 621 in the name of M. Clare M. Green, Trustee, Estate of Frederick L. J. Gelhaus. 1326.51

Mortgage from John H. Smith and Louise A. Smith assigned to M. Clare M. Green Trustee of the Estate of Frederick L.J. Gelhaus dated August 19, 1941, recorded in Liber F.S.R. No. 72 folio 46, for \$800.00. 800.00

Four shares Baltimore Transit Company represented by certificate #09910 in the name of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, subject to the Order of the Circuit Court for Anne Arundel County without par value

5 shares of the Workingmens Building and Loan Asso. represented by Certificate #478 @ \$130.00 \$650.00

2 shares of the Workingmens Building and Loan Asso. Certificate #479 @ \$130.00 260.00

2 shares of the Workingmens Building and Loan Asso. Certificate #480 @ \$130.00 260.00

1 share of the Workingmens Building and Loan Asso. Certificate #481 @ \$130.00 130.00

1 share Workingmens Building and Loan Asso. Certificate #485 @ \$130.00 130.00

5 shares Workingmens Building and Loan Asso. Certificate #496 @ \$130.00 650.00

5 shares Workingmens Building and Loan Asso. Certificate #497 @ \$130.00 650.00

5 shares Workingmens Building and Loan Asso. Certificate #499 @ \$130.00 650.00

5 shares Workingmens Building and Loan Asso. Certificate #500 @ \$130.00 650.00

3 shares Workingmens Building and Loan Asso. Certificate #501 @ \$130.00 390.00

\$4420.00

\$2386.74

Amount Forwarded

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Amount forwarded	\$4420.00	\$2386.74
5 shares Workingmens Building and Loan Asso. Certificate #510 @ \$130.00	650.00	
5 shares Workingmens Building and Loan Asso. Certificate #511 @ \$130.00	650.00	
2 shares of Workingmens Building and Loan Asso. Certificate #1521 @ \$130.00	260.00	

Total value of Workingmens Building and Loan Asso. Stock		5980.00
2½ shares The Kentucky Portland Cement and Coal Co. Certificate No. 180-no value		
40 shares The Rockcastle Cement and Lime Company Certificate No. 16-no value		
10 shares The Rockcastle Cement and Lime Company Certificate No. 22-no value		
Judgment-Decree in Personam passed by the Circuit Court for Anne Arundel County, March 4, 1938, ag. Vaclov and Anna Vacek \$1,801.06.		
		<u>1801.06</u>

## TOTAL ASSETS

\$10167.80

And in consideration thereof I do hereby release, acquit, exonerate and discharge the said M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus her securities, successors, executors and administrators, of and from all and every action, suit, claim or demand which could or might possibly be brought, exhibited, or prosecuted against her, it or any of them for or on account of said funds or the payment thereof, hereby declaring myself satisfied, contented and paid as above specified.

Given under my hand and seal this 28 day of June, 1947.

Witness:

Frederick L. J. Gelhaus (SEAL)

Myrtle Sturm

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this 28 day of June in the year 1947, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Frederick L. J. Gelhaus, Trustee, and acknowledged the foregoing release to be his act and deed.

As witness my hand and seal Notarial.

Myrtle Sturm,

(Notarial Seal)

Notary Public.

Filed June 28", 1947

## PETITION

TO THE HONORABLE, the Judges of said Court:

The Petition of Frederick L. J. Gelhaus, Jr., Trustee of the Estate of Frederick L.J. Gelhaus, respectfully shows unto your Honors:

1. That included in the Estate of Frederick L. J. Gelhaus is one lot, 30 by 150, located on West Street, Annapolis, Maryland, improved by two dwellings known as 212 and

214 West Street, as will more fully appear by reference to a deed recorded among the Land Records of Anne Arundel County in Liber S.H. 41, folio 617.

2. That the most that has been obtained for the rental of said property is Twenty-five Dollars (\$25.00) per month.

3. That the said property is in need of repair and the cost of repairs in view of the small rental is not warranted

4. That your Petitioner has been offered Seven Thousand Dollars (\$7,000.00), which is a fair and reasonable sum, for the purchase of the aforesaid premises by Bertram E. Spriggs, as will more fully appear in Petitioner's Exhibit No. 1, filed herein .

5. That your Petitioner has employed two competent realtors to appraise the aforesaid property, as evidenced by their appraisal filed with this Petition.

6. That your Petitioner believes that the Estate would be benefited by selling the aforesaid real estate at this time.

Your Petitioner therefore prays your Honors to pass an Order authorizing and directing your Petitioner to execute the Contract filed with this Petition for sale of the premises known as 212 and 214 West Street, Annapolis, Maryland.

AND, as in duty bound, etc.

William W. Townshend, Jr.,

Solicitor for Petitioner.

Frederick L. J. Gelhaus, Jr., Trustee

Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of July, 1947, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick L. J. Gelhaus, Jr., the above named Petitioner, and he acknowledged the foregoing facts to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Susan Tillson,

(Notarial Seal)

Notary Public.

A P P R A I S A L

We, Anne Wiegard and Thomas G. Basil, Realtors of Anne Arundel County, State of Maryland, do hereby certify that we have inspected and appraised the land and improvements known as 212 and 214 West Street, Annapolis, Maryland, and in our opinion, the sale price of Seven Thousand Dollars is fair and just.

WITNESS Our hands and seals this 22 day of July, 1947.

WITNESS:

William W. Townshend, Jr.,

Anne Wiegard

(SEAL)

William W. Townshend, Jr.,

Thomas G. Basil

(SEAL)

ORDER OF COURT.

ORDERED, this 23<sup>rd</sup> day of July, 1947, by the Circuit Court for Anne Arundel County, sitting in Equity, that Frederick L. J. Gelhaus, Jr., Trustee in the Estate of Frederick L. J. Gelhaus, be and he is hereby authorized and directed to execute the Contract filed with the foregoing Petition, marked Exhibit No. 1, which Contract is for the sale of 212 and 214 West Street, Annapolis.

WILLIAM J. McWILLIAMS

JUDGE.

Filed 23 July, 1947.

J.H.H. No. 69 EQUITY

EXHIBIT NO. 1.

## CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this first day of July, 1947, by and between the Estate of Frederick L. J. Gelhaus, Jr., Trustee, of the first part, hereinafter called Vendor, and Bertram E. Spriggs of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor- SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in the Sixth Election District of Anne Arundel County, Maryland, and described as follows:

ALL that property and improvements known as Nos. 212 and 214 West Street, Annapolis, Maryland.

At and for the price of Seven Thousand Dollars, of which One Thousand Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

ninety (90) days after date.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

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

The Vendor hereby agrees to pay to N O N E the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

William W. Townshend, Jr.,

Frederick L. J. Gelhaus, \_\_ (SEAL)

Trustee

Bertram E. Spriggs (SEAL)

Filed July 23, 1947.

P E T I T I O N.

To the Honorable, the Judges of said Court:

The Petition of Frederick L. J. Gelhaus, Jr., Trustee of the Estate of Frederick L. J. Gelhaus, respectfully shows unto your Honors:

1. That on the 23<sup>rd</sup> day of July, 1947, this Honorable Court passed an Order authorizing and directing the said Frederick L. J. Gelhaus, Jr., Trustee, to execute a Contract of Sale to Bertram E. Spriggs, for the purchase of 212 and 214 West Street, Annapolis, Maryland, for Seven Thousand Dollars (\$7,000.00)

2. That your Petitioner reports to the Court that he has received in full the aforesaid

purchase price and is desirous to execute a deed to the said Bertram E. Spriggs.

WHEREFORE, your Petitioner prays this Honorable Court pass an Order authorizing your Petitioner to execute a deed to the said Bertram E. Spriggs for the sale of 212 and 214 West Street, Annapolis, Maryland.

AND, as in duty bound, etc.,

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

FREDERICK L. J. GELHAUS, Trustee,  
Petitioner,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25<sup>th</sup> day of July, 1947, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick L. J. Gelhaus, Jr., the above named Petitioner, and he acknowledged the foregoing facts to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Susan Tillson,  
Notary Public.

ORDER OF COURT.

ORDERED, this 26th day of July, 1947, by the Circuit Court for Anne Arundel County, sitting in Equity, that the sale of the premises known as 212 and 214 West Street, Annapolis, Maryland, to Bertram E. Spriggs be confirmed and ratified, and it is further ORDERED that Frederick L. J. Gelhaus, Jr., Trustee, is authorized and directed to execute a deed conveying good and merchantable title to said property to Bertram E. Spriggs.

William J. McWilliams,  
Judge.

.. Filed 26 July, 1947 ..

PETITION FOR SALE OF PROPERTY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frederick L. J. Gelhaus, Jr., Trustee of the Estate of Frederick L. J. Gelhaus, respectfully shows unto your Honors:

1. That included in the Estate of Frederick L. J. Gelhaus is a parcel or tract of land, containing 3.28 acres, more or less, located in the Second Election District of Anne Arundel County, Maryland, as will more fully appear by reference to a Deed recorded among the Land Records of Anne Arundel County in Liber G. W. No. 21, folio 258.
2. That the 3.28 acres of land mentioned in paragraph 1 above is unimproved and no income whatsoever is derived therefrom.
3. That your Petitioner has been offered Seven Thousand Five Hundred (\$7,500.00) Dollars, which is a fair and reasonable sum for the purchase of the aforesaid parcel or tract of unimproved land by Carroll H. Hynson, as will more fully appear in Petitioner's Exhibit No. 1, filed herewith.
4. That your Petitioner has employed two competent realtors to appraise the aforesaid property, as evidenced by their appraisal filed with this Petition.
5. That your Petitioner believes that the Estate would be benefitted by selling the aforesaid real estate at this time.

Your Petitioner therefore prays your Honors to pass an Order authorizing and directing your Petitioner to execute the Contract filed with this Petition for the sale of the tract of land

located in the Second Election District, Anne Arundel County, Maryland.

AND, as in duty bound, etc.,

Samuel J. Macaluso,

Solicitor for Petitioner.

Frederick L. H. Gelhaus, Jr., Trustee,

Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 15th day of January, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick L. J. Gelhaus, Jr., the above named Petitioner, and he acknowledged the foregoing facts to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Henry J. Tarantino,

(Notarial Seal)

Notary Public.

A P P R A I S A L

WE, Ann Wiegard and Thomas G. Basil, Realtors of Anne Arundel County, State of Maryland, do hereby certify that we have inspected and appriased the land, unimproved, belonging to Frederick L. J. Gelhaus, Jr., Trustee, and located in the Second Election District of Anne Arundel County, Maryland, and in our opinion, the sale price of Seven Thousand Five Hundred (\$7,500.00) Dollars is fair and just.

WITNESS our hands and seals this 13th day of January, 1948.

WITNESS:

Rosa R. Hopkins

Ann Wiegard

(SEAL)

Henry J. Tarantino.

Thomas G. Basil

(SEAL)

ORDER OF COURT

ORDERED, this 16th day of January, 1948, by the Circuit Court for Anne Arundel County, sitting in Equity, that Frederick L. J. Gelhaus, Jr., Trustee of the Estate of Frederick L. J. Gelhaus, be and he is hereby authorized and directed to execute the contract filed with the foregoing Petition, marked Exhibit No. 1, which contract is for the sale of 3.28 acres of land, unimproved, located in the Second Election District of Anne Arundel County, Maryland.

William J. McWilliams,

Judge.

Filed January 16, 1948.

EXHIBIT - - - - AGREEMENT

THIS AGREEMENT, Made this 3rd day of January, 1948, between Frederick L. J. Gelhaus, Jr., Trustee, Vendor, and Carroll H. Hynson, Vendee.

WITNESSETH: that the said Vendor does hereby bargain and sell unto said Vendee, and the latter does hereby purchase from the former, the following described property, situate and lying in the Second Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point on the southerly side of the existing State Road known as Spa Road at the beginning of the south 32 degrees, 25' East, 247.80 foot line of the description contained in a deed dated December 12, 1932, whereby the property was conveyed by Nicholas Green, Trustee, to William H. Brown and Julia A. Brown, his wife, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 115, folio 69, and running thence from said point of beginning and with the above mentioned line corrected

af

for variation South 39 degrees 20' 28'' East, 245.27 feet to the divisional line of the Anne Arundel County School Board Property and formerly known as the McGuckian property; thence with said divisional line South 51 degrees, 49' 50'' West, 578.5 feet more or less to the easterly side of Sanford Street; thence with the said easterly side of Sanford Street North 38 degrees, 40' 58'' West, 104.0 feet to a point; thence leaving Sanford Street and running north 51 degrees, 19' 02'' East, 30.0 feet; north 38 degrees, 40' 58'' West, 7.0 feet; north 40 degrees, 19' 02'' East, 60.0 feet and north 38 degrees, 40' 58'' West 150.0 feet more or less to the southerly side of Spa Road; thence with the said side of Spa Road the four following courses and distances north 42 degrees, 54' 44'' East 52.55 feet; north 49 degrees, 08' 17'' East, 98.58 feet; north 56 degrees, 37' 47'' East 198.26 feet; and north 60 degrees, 38' 30'' East, 156.08 feet more or less to the place of beginning. Containing 3.28 Acres of land, more or less.

At and for the price of Seven Thousand Five Hundred (\$7,500.00) Dollars, of which Three Hundred (\$300.00) Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: in cash within 90 days from date hereof.

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

Taxes and other incumbrances to be adjusted to date of transfer of title.

It is understood and agreed that the Vendor shall pay one-half of the cost of State and Federal Recordation stamps on the Deed and the Vendee shall pay the other one-half of the cost of said Recordation stamps.

WITNESS our hands and seals.

WITNESS: Frederick L. J. Gelhaus, Jr., (SEAL)  
 Samuel J. Macaluso Carroll H. Hynson, Trustee. (SEAL)

Filed 16" January, 1948

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frederick L. J. Gelhaus, Jr., Trustee of the Estate of Frederick L. J. Gelhaus, respectfully shows unto your Honors:

1. That on the 16th day of January, 1948, this Honorable Court passed an Order authorizing and directing the said Frederick L. J. Gelhaus, Jr., Trustee, to execute a Contract of Sale to Carroll H. Hynson, for the purchase of 3.28 acres of land, unimproved, located in the Second Election District of Anne Arundel County, Maryland, and more particularly described in Exhibit No. 1 heretofore filed in these proceedings.
2. That your Petitioner reports to the Court that he has received in full the aforesaid purchase price and is desirous to execute a Deed to the said purchaser, Carroll H. Hynson.
3. WHEREFORE, your Petitioner prays this Honorable Court to pass an Order authorizing your Petitioner to execute a Deed to the said Carroll H. Hynson for the sale of the aforementioned property.

AND, as in duty bound, etc.

S. J. Macaluso Fredrick L. J. Gelhaus, Jr.,  
 Solicitor for Petitioner. Trustee. & Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 23rd day of January, 1948, before me, the subscriber, a

Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick L. J. Gelhaus, Jr., Trustee of the Estate of Frederick L. J. Gelhaus, the above named Petitioner, and he acknowledged the foregoing facts to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Henry J. Tarantino,  
Notary Public.

ORDER OF COURT

ORDERED, this 26 day of January, 1948, by the Circuit Court for Anne Arundel County, sitting in Equity, that the sale of 3.28 acres of land, unimproved, located in the Second Election District of Anne Arundel County, Maryland, and more particularly described in Exhibit No. 1, filed in these proceedings, to Carroll H. Hynson be confirmed and ratified, and it is further ORDERED that Frederick L. J. Gelhaus, Jr., Trustee, is authorized and directed to execute a Deed conveying a good and merchantable title to said property to Carroll H. Hynson.

William J. McWilliams,  
Judge.

Filed 26 January, 1948

TRUSTEE'S 11th REPORT UNDER RULE 20.

TO THE HONORABLE, the Judges of said Court:

The Report of Frederick L. J. Gelhaus, \_\_, from June 30th 1947 to June 30, 1948, 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 ) now 821 West Street	\$2800.00
	Nos. 99-101-103-105-107-109 and 11 Spa Road now 817-829 Spa Road	3635.00 ✓
	Nos. 113 Spa Road now 831 Spa Road	1030.00
	No. 8-10-12-14-Greenfield Street	<u>1480.00</u>
		\$8,960.00

B	LEASEHOLD	
	Location	Assessed value for taxes
	NONE	

C	"	MORTGAGES	
	Location of Property	Am't of Mortgage	Mortgagor's Name
	Lot and dwelling in West Annapolis, Maryland	\$900.00 (Unpaid balance)	John H. Smith, (wife deceased)
		\$100.00	

D	BONDS			
	Name of Obligator	No. of Bonds	Amount of Bonds	Maturity of Bonds.
		NONE		

STOCKS

J.H.H. No. 69 Equity

No. and Class OF SHARES	Name of Company	Certificate Nos.	Par Value	Date of CERTIFICATE
4 shs common	The Baltimore Transit Company	C L3279 C9910		6/25/48 Nov. 18, 1936
10 Pref. Stock	The Rockcastle Cement & Lime Co.	22		Apr. 12, 1917
21/2 Capital	The Kentucky Portland Cement & Coal	180		Jul 28, 1913
40 Pref.	The Rockcastle Cement & Lime Co.	18		Apr. 12, 1917
5 shares	Workingmen's Bld. & 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 Arundell County, March 4, 1938 ag. Vaclov and Anna Vacek \$1,801.06

G

CASH

\$13,400.14

No. BOOK

683	Deposited in Enterprise Federsl Savings & Loan Assn.	\$6119.26	Bank
474	" " Arundel Bldg. & Loan Assn.	\$5068.38	"
2652	" " Capital City Bldg. & Loan Assn	\$2026.66	"
Check. Act.	" " County Trust Co. of Md.	\$185.84	

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	Order of Sales	Cross Amount of sales	Expenses	Net Amount Received
Corpus Cash Balance as Per Last Report				\$
Balance as shown on Trustees 10th Report				1326.51
Sold to:				
Bertram E. Spriggs	July 23, 1947			
212 & 214 West Street	July 26, 1947	\$7020.60	66.10	6954.50
Sold to:				
Carroll H. Hynson 3.28 acres	Jan. 16, 1948			
	Jan. 26, 1948	7500.00	10.19	7489.81

J.H.H. No. 69 Equity

See Copy settlement sheet		
Received from John H. Smith and wife		
on Acct. settlement of mortgage		
(Bal. due \$100.00)	800.00	800.00
		<u>\$ 16570.82</u>
	Total net receipts	\$ _____

B	EXPENDITURES-PURCHASES, ETC.,	CREDITS.
	Date of Order of Court Authorizing Purchase.	Purchase Price Expenses Gross Amount Paid
To Frederick L.J. Gelhaus		
See statement dated July 1, 1947		2326.51
Deposited to Credit of Frederick L. J. Gelhaus Trustee		
to pay current expenses		800.00
Deposited to Credit of Frederick L.J. Gelhaus Trustee to pay current expenses		<u>230.01</u>
	TOTAL GROSS EXPENDITURES	<u>\$3356.52</u>
Total Corpus Cash Balance as Per this Report		\$13,214.30

February 7, 1948

STATEMENT OF SETTLEMENT

FREDERICK L. J. GELHAUS, JR., TRUSTEE  
And

Carroll H. Hynson and Addel M. Hynson, his wife,

Property: 3.28 acres, located in Second Election District -  
Spa Road.

To Sales Contract Price		\$7,500.00
Less: Payment on Purchase Price	\$300.00	
1/2 Fed. Stamps on Deed	4.125	
1/2 State Stamps on Deed	4.125	
Unpaid 1948 State & County Taxes,		
Adjusted to Feb. 7, 1948	<u>1.94</u>	
	\$310.19	<u>310.19</u>
Net Balance due F.L.J. Gelhaus Jr., Trustee		\$ 7,189.81

Statement of Receipts from June 10, 1947 to June 30, 1948.

Receipts:

Balance as shown by 10th Report		\$ 260.23
May 1, 1947 -Div. W. B. & L. Assn.		119.60
June 30, 1947 Int. John Smith		24.00
November 28, 1947 Div. W. B. & L. Assn.		119.60
May 3, 1948 Div. W. B. & L. Assn.		119.60
-Int. County Trust Co.		6.63
June 30, 1948 -Int. Capital City Bldg. Assn.		26.66

*with attached sheet see pg 24*

*u*

J.H.H. No. 69 Equity

December 31, 1947	- Int. Arundel Bldg. & Loan Assn.	2.00
June 30, 1948	- Int. Arundel Bldg. & Loan Assn.	68.38
December, 31, 1947	- Int. Enter. Fed. Savings & Loan Assn.	74.38
June 30, 1948	- Int. June 30, 1948	90.38
Total		\$ 911.46

DISBURSEMENTS

For Period from	to	
Check #1-dated July 12, 1947 to Joseph E. Campbell-Sheet Metal Work		\$ 78.15
Check #2-dated July 18, 1947 to Trustee Frederick L. J. Gelhaus, Jr.		242.78
Check #3-Dated September 20, 1947 to Mr. Joseph Lazenby-Fire Ins. Premium		45.00
Check #4-Dated September 20, 1947 to McNew Bros.-Plumbing Repairs		5.95
Check #5-dated October 4, 1947 to Annapolis Water Co.		24.82
Check #6-dated October 8, 1947 to Mr. Norton Lamb-Plastering		15.00
Check #7-dated October 10, 1947 to Johnson Lumber Co.-Material		7.50
Check #8-dated October 18, 1947 to Johnson Lumber Co.-Material		10.51
Check #9-dated October 20, 1947 to Mr. Benjamin Michaelson, Atty.-at-Law		75.00
Check No. 10-dated October 24, 1947 to McNew Bros.-Repair to Hydrant		15.26
Check #11-dated November 1, 1947 to Joseph D. Lazenby-Insurance Prems.		34.38
Check #12-dated December 15, 1947 to Wilbur A. Walker-Carpenter work		20.00
Check #13-dated January 8, 1948 to Johnson-Lumber Co.-Flooring & Nails		4.93
Check #14-dated January 10, 1948 to Joseph Lazenby-Insurance Prems.		15.40
Check #15-dated January 10, 1948 to Louis Alton-Repairing Floor		8.00
Check #16-dated January 17, 1948 to Annapolis Water Co.-Water Bill end Dec. 31-48		65.12
Check #17-dated January 17, 1948 to Fred'k.L.J. Gelhaus, Jr. Trustee, Filing papers, Court Costs		4.75
Check #18-dated February 7, 1948 to S.J. Macaluso-Atty-at-Law, Legal Services		20.00

J.H.H. No. 69 Equity

Check #19-dated February 9, 1948 to Joseph H. Griscom-County Treasurer-Estate taxes, 1948	\$ 329.82
Check #20-dated February 16, 1948 to A.A. County Sanitary Com.-Tax, 1948	4.80
Check #21-dated February 16, 1948 to McNew Bros-New Forest Proof Hydrant	37.59
Check #22-dated April 7, 1948 to Annapolis Water Co. Water bills-Qrs. ending March 31, 1948	65.12
Check #23-dated April 7, 1948 to Johnson Lumber Co.-Lumber & Etc.,	8.02
Check #24-dated April 7, 1948 to McNew Bros.-Repair of Hydrant	2.50
Check #25-dated April 7, 1948 to H. B. Myers Co.-Coal Bill	189.72
Check #26-dated April 7, 1948 to John E. Pettebone, Jr., Prof. Services	5.00
Check #27-dated April 17, 1948 Earl Williams, Sr., 3 days Pay	18.00
Check #28-dated April 24, 1948 to Johnson Lumber Co.-Lumber & Mat.	43.41
Check #29-dated April 24, 1948 to Talbot Concrete Co.-Mixed Concrete	22.44
Check #30-dated April 24, 1938 to Earl Williams Sr.-5 days Pay	30.00
Check #31-dated May 1, 1948 to Earl Williams Sr., -6 days Pay	36.00
Check #32-dated May 8, 1948 to Earl Williams Sr., 3 days Pay	18.00
Check #33-dated May 8, 1948 to Johnson Lumber Co.-Lumber & mat.	30.76
Check #34-dated May 15, 1948 to Earl Williams, Sr., 4 days Pay	24.00
Check #35-dated May 15, 1948 to Johnson-Lumber Co.-Lumber, & Etc.	23.11
Check #36-dated May 22, 1948 to Earl Williams, Sr., 4 days pay	24.00
Check #37-dated May 29, 1948 to Earl Williams, Sr., 4 days Pay	24.00
Check #38-dated May 29, 1948 to Johnson Lumber Co.-Lumber - Etc.	31.19
Check #39-dated June 5, 1948 to Earl Williams Sr., 2½ days Pay	15.00
Check #40-dated June 12, 1948 to Earl Williams Sr., -5½ days Pay	33.00
Check #41-dated June 19, 1948 to Johnson Lumber Co., Lumber & Etc.,	28.97
Check #42-dated June 19, 1948 to Earl Williams, Sr., 1 days Pay	6.00
Check #43-dated June 19, 1948 to Louis Alton-Repairs Gutter Spouting	6.00
Frederick L.J. Gelhaus, on account of indebtedness	<u>6.63</u>
Total Paid Out	\$ 1755.63

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July 1, 1947  
Annapolis, Md.,  
821 West Street.

J.H.H. No. 69 Equity

The Frederick L.J.Gelhaus owes the following Bills which I paid out of my personal funds prior to July 1st, 1947, from which date I took over the Trusteeship of my late Father's Estate.

Paid Taxes & Penalties on Real Estate for the years of 1944 & 1945 . . . . .	\$ 635.88
" " " On " " " " year " 1946 . . . . .	375.94
" " " on " " " " year " 1947 . . . . .	466.60
" Bill of Hall & Fisher Dated April 19, 1946, Painting Homestead . . . . .	180.00
" " " Earl Williams Painting & Carpentry Oct. 12, 1945 - 7 houses , , , , ,	64.00
" " " Joseph E. Campbell, Feb, 22, 1946 Sheet Metal Work . . . . .	34.20
" " " Joseph E. Campbell, Nov. 27, 1945 " " " . . . . .	160.80
" " " Henry B. Myers Co. dated May 20, 1947 . . . . .	168.50
" Bills for Repairs on Estate during year of 1937 which Mrs.A.D.Gelhaus, My Mother acknowledge's with itemized Statement of same	490.00
Total Amount the Estate owes me to-date . . . . .	<u>\$ 2575.92</u>

Below Itemized statement showing where I received The Monies due me From The Frederick L.J.Gelhaus Estate as of July 1, 1947.

Savings account #621 County Trust Company of Annapolis, Md.,	\$ 1326.51
Interest on same as of June 30, 1947 . . . . .	6.63
Taken from Sale of 212 & 214 West Street, Annapolis, Md.	
Down Payment of Purchase Price By Mr. Bertram Spriggs	
Check Dated July 1, 1947 for the Amount of . . . . .	1000.00
From Checking Account in -The County Trust Company of Annapolis, Md. Check #2 Dated July 18, 1947 . . . . .	<u>242.78</u>
Total -	\$ 2575.92

Received payment in full all Bills due as of July 1, 1947.

Signed \_\_\_\_\_

Frederick L.J. Gelhaus, Jr., Trustee

July 1, 1947  
821 West Street  
Annapolis, Md.

The Estate of Frederick L. J. Gelhaus owes the following Bills which I paid out of my personal funds during the year 1937.

Joseph E. Campbell (Sheet Metal Work)	71.27
Albert L. Wayson (Carpentry Work ) Shingles -113 - Spa Rd.	240.00
H. B. Myers C., (Paint Bill )	35.25
Julian Brewer (Insurance Premium)	98.40
William F. Armiger (Masonary ) (chimneys - Estate)	55.00
Painting & Repairing roofs of Homestead	30.00
Miscellaneous Bills, Shed over Hydrant, Cement foundations repairs to Front Porches by Mr. John Schwallenberg	<u>27.08</u>
	\$555.00

The amount of money Mrs. A. D. Gelhaus, my Mother paid on account with dates as follows:

Nov. 4, 1938 . . . . .	\$5.00
Dec. 3, 1938 . . . . .	5.00
May 18, 1939 . . . . .	5.00
July 26, 1939 . . . . .	25.00

J.H.H. No. 69 Equity

Aug. 26, 1939 . . . . .	\$25.00	
Sept. 1, 1940 . . . . .	10.00	
Oct. 13, 1940 . . . . .	5.00	
Oct. 30, 1940 . . . . .	<u>5.00</u>	
Total - - - - -	\$65.00	<u>65.00</u>
Balance due me - - - - -		-\$ 490.00

This is the amount I owe my son Frederick ,on the above Bills that he paid for me in the year of 1937.

Signed Mrs. A. D. Gelhaus

TAXES DUE ON FREDERICK L.J. GELHAUS ESTATE FOR YEARS OF  
1944 and 1945 as follows:

		<u>Year of 1944</u>	
212- & 214 West Street Tax	City		\$35.38
" " " " " Penalty	"		2.65
212 & 214 West Street Tax	County		43.56
" " " " " Penalty	"		10.16
359 West Street Homestead	County Tax		81.76
" " " " "	" Penalty		15.15
99-101-103-105-107-109-111 Spa Road	Spa Road County Tax	Balance	22.00
8-10-12-14 Greenfield Street	County Balance Tax		43.66
113 Spa Road	Tax \$30.08 Paid in Full		
5 Acres Approx.	Tax \$14.60 " " "		

		<u>Year of 1945</u>	
212 & 214 West Street Tax	City		35.38
" " " " " Penalty	"		.53
212 & 214 West Street Tax	County		43.83
" " " " " Penalty	"		1.86
359 West Street Homestead Tax	County		85.12
" " " " " Penalty	"		3.70
99-101-103-105-107-109-111 Spa Road Tax	County		110.96
" " " " " " " " " " " Penalty	"		4.84
8-10-12-14 Greenfield Street	Tax County		44.99
" " " " " " " " " " " Penalty	"		1.96
113 Spa Road	Tax County		31.31
" " " " " " " " " " " Penalty	"		1.36
5 Acres Approx Spa Road	Tax County		15.20
" " " " " " " " " " " Penalty	"		.52
Total Taxes Due Nov. 20, 1945 . . . . .			<u>\$635.88</u>

Check #1325	Amount	\$ 73.94
Check #1326	"	553.25
Cash . . .		<u>8.69</u>
Total . . .	\$635.88	Taxes Paid in Full Nov. 20, 1945

Checks #1325 & #1326 Drawn on The Enterprise Federal Savings & Loan Association of Annapolis Md. from Account #55 held jointly by Frederick Gelhaus & Son Frederick Louis Gelhaus to pay the above taxes.

July 28, 1947

before  
(this item follows/ Statement of Settlement on page 20.)

J.H.H. No. 69 Equity

Purchase price of property sold th Spriggs	\$7,000.00
Less Deposit	<u>1,000.00</u>
	\$6,000.00
Tax refund ( 5 months County )	<u>20.60</u>
	\$6,020.60

EXPENSES:

I MONTH WATER RENT	\$3.15
1 month city taxes	3.25
1/2 State Stamp	3.85
1/2 Federal Stamp	3.85
Services in re petition, etc.,	50.00
Notary Public	<u>2.00</u>
	\$66.10

Balance due Gelhaus

\$5,954.50

July 1, 1947  
821 West Street  
Annapolis, Md.

The Estate of Frederick L. J. Gelhaus owes the following Bills which I paid out of my personal funds during the year 1937.

Joseph E. Campbell (Sheet Metal Work)	\$.71.27
Albert L. Wayson (Carpentry Work ) shingles 113 Spa Road.	240.00
H. B. Myers (Paint Bill . . . . )	33.25
Julian Brewer (Insurance Premium)	98.40
William Armiger (Masonry ) Chimneys Estate	55.00
Painting & Repairing roofs of Homestead	30.00
Miscellaneous Bills, Shed over Hydrant, Cement foundations, repairs to Front Porches by Mr. John Schwallenberg	<u>27.08</u>
	\$555.00

The amount of money Mrs. A. D. Gelhaus, my Mother paid on account with dates as follows:

Nov. 4, 1938	\$ 5.00
Dec. 3, 1938	5.00
May 18, 1939	5.00
July 26, 1939	5.00
Aug. 26, 1939	25.00
Sept. 1, 1940	10.00
Oct. 13, 1940	5.00
Oct. 30, 1940	<u>5.00</u>
	\$65.00
	<u>65.00</u>

Balance due me ..... \$ 490.00

This is the amount I owe my son Frederick, on the above Bills that is paid for me in the year of 1937.

Signed:

Mrs. A. D. Gelhaus

Taxes due on Frederick L. J. Gelhaus Estate for years of 1944 and 1945, as follows:

Year of 1944

212 & 214 West Street Tax	City	\$ 35.38
" " " " " Penalty	"	2.65
212 & 214 West Street Tax	County	43.66
" " " " " Penalty	"	17.16
359 West Street Homestead	County Tax	81.76
" " " " " "	" Penalty	15.15
99-101-103-105-107-109-111 Spa Road	County Taxes Balance	22.00
8-10-12-14 Greenfield Street	County Balance May	43.66
113 Spa Road	Tax \$30.08 Paid in Full	
5 Acres Approx	Tax \$14.60 " " "	

Year of 1945

212 & 214 West Street Tax	City	35.38
" " " " " Penalty	"	.53
212 & 214 West Street Tax	County	43.83
" " " " " Penalty	"	1.86
359 West Street Homestead Tax	County	85.12
" " " " " Penalty	"	3.70
99-101-103-105-107-109-111 Spa Road Tax	County	110.96
" " " " " " " " " Penalty	"	4.84
8-10-12-14 Greenfield Street Tax	County	44.99
" " " " " " " " " Penalty	"	1.96
113 Spa Road Tax	County	31.31
" " " " " " " " " Penalty	"	1.36
5 Acres Approx Spa Road Tax	County	15.20
" " " " " " " " " Penalty	"	.52

Total Taxes Due Nov. 20, 1945 ----- \$635.88

Check #1325	Amount	\$ 73.94
Check #1326	"	553.25
Cash		<u>8.69</u>

Total ----- \$635.88 Taxes Paid in Full Nov. 20, 1945

Checks #1325 & #1326 Drawn on The Enterprise Federal Savings & Loan Association of Annapolis Md., from Account #55 held jointly by Frederick Gelhaus & Son Frederick Louis Gelhaus to pay the above Taxes.

MEMORANDUM OF INCOME

Third: That since the last annual report, the Trustee ha\_received income of said Trust estate to the amount of

	\$ 651.23
CASH BALANCE AS PER LAST REPORT	<u>260.23</u>
TOTAL GROSS INCOME	<u>\$ 911.46</u>

and during that time ha\_ made payment aggregating-OPERATING EXPENSES - 725.62

Leaving the NET INCOME of the ESTATE \$ 185.84

which he has in his hand -

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 requested.

Frederick L. J. Gelhaus,

Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To-Wit:

I hereby certify that on this 24 day of July, 1948, personally appeared before me Frederick L.J. Gelhaus, Trustee and made oath in due form of law that the matters and facts stated in the foregoing report are true as there in set forth.

(Notarial Seal)

Myrtle Sturm, Notary Public.

-THIS BLANK TO BE FILLED OUT BY AUDITOR -

The corpus of the ESTATE as above stated, except certain changes and fully stated under RECEIPTS and EXPENDITURES, corresponds with the last report of the Trustee filed the third day of January 1947.

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 twenty-sixth day of July, 1948, that the Report and Account of Frederick L.J. Gelhaus, Trustee be referred to Laura R. Jickling, Auditor, for examination under Equity Rule 20, of this Court.

Marvin I. Anderson,

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 authorization was obtained from the Court for the expenditures from corpus set forth on Trust Form D Section B.

And the Auditor charges \$16.00 for her services in examining and verifying this Report.  
September 1, 1948

Respectfully Submitted,

Laura R. Jickling,

Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 7th day of October 1948, that the foregoing report of the Trustee be and the same is hereby finally ratified and confirmed.

James Clark,

Judge.

Filed July 24", 1948

Order of Reference 7-26-48 fd.

Report of Auditor 9-1-48 fd.

Final Order 7 October, 1948 fd.

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IN THE MATTER OF THE	:	No. 4497 EQUITY
TRUST ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
FREDERICK L. J. GELHAUS,	:	ANNE ARUNDEL COUNTY.
Deceased.	:	

. . . . .

SUPPLEMENTAL RELEASE.

Know all Men By These Presents, That I, Frederick L. J. Gelhaus Trustee of the Estate of Frederick L. J. Gelhaus, Deceased, under Order of Court dated March 14, 1947, do hereby acknowledge this to be my supplemental release to the release filed in these proceedings on the 28<sup>th</sup> day of June, 1947, for the purpose of correcting a typographical error in the statement of the balance of principal due on the mortgage from John H. Smith and Louise A. Smith and assigned to M. Clare M. Green, former trustee of the Estate of Frederick L. J. Gelhaus, Deceased, on Aug. 19, 1941 recorded in Liber F.S.R. No. 72 folio 46, in the amount of \$800. when in fact the balance of principal was \$900.00, and I do hereby acknowledge to have received from M. Clare M. Green, (now Clare Green Duckett) preceeding trustee of the estate of Frederick L. J. Gelhaus, deceased, the sum of \$10,267.80, made up of the following assets according to the Trustee's tenth report:

<u>Cash</u> evidenced by Check # 1691 of M. Clare M. Green, Trustee dated March 1, 1947, being the balance of income in the hands of the said preceeding trustee	\$ 260.23
<u>Cash</u> evidenced by check of M. Clare M. Green, Trustee dated June 12, 1947, being the amount of principal of the said estate on deposit in the Savings Department of the County Trust Company in the name of M. Clare M. Green Trustee, Estate of Frederick L.J. Gelhaus	1,326.51
<u>Mortgage</u> from John H. Smith and Louise A. Smith assigned to M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus dated Aug. 19-1941 recorded in Liber F.S.R. No. 72 folio 46, for \$900.00	900.00
Four shares Baltimore Transit Company represented by certificate #09910 in the name of M. Clare M. Green, Trustee of the Estate of Frederick L. J. Gelhaus, subject to the order of the Circuit Court for Anne Arundel County without par value	900.00
Amt. Forward	\$2,486.74
Five shares of the Workingmen's Building and Loan Asso. represented by certificate #478 @ \$130 per share	650.00
Two shares of the Workingmen's Building and Loan Asso. represented by certificate #379 @ \$130 per share	260.00
Two sh the Workingmen's Building and Loan Asso. represented by certificate #480 @ \$130 per share	260.00
One share of the Workingmen's Building and Loan Asso. represented by certificate #481 @ \$130. per share	130.00
One share of the Workingmen's Building and Loan Asso. represented by certificate #485 @ \$130 per share	130.00
Five shares Workingmen's Building and Loan Asso. represented by certificate #497 @ \$130.00 per share	650.00
Five shares Workingmen's Building and Loan Asso. represented by certificate #499 @ \$130. per share	650.00
Five shares Workingmen's Building and Loan Asso. represented by certificate #500 @ \$130 per share	650.00
Three shares Workingmen's Building and Loan Asso. represented by certificate #501 @ \$130.00 per share	390.00

J.H.H. No. 69 EQUITY

Five shares Workingmen's Building and Loan Asso. represented by certificate #510 @ \$130.00 per share	650.00
Five shares Workingmen's Building and Loan Asso, represented by certificate #511 @ \$130.00 per share	650.00
Two shares Workingmen's Building and Loan Asso. represented by certificate #1521 @ \$130.00	260.00
Two and half shares of The Kentucky Portland Cement & Coal Company represented by certificate No. 180-no value	
Forty shares the Rockcastle Cement & Lime Company represented by certificate no. 16 -No value	
Ten shares The Rockcastle Cement & Lime Company Certificate No. 22 - No Value	
Five shares of Workingmen's Building and Loan Asso. represented by certificate #496 @ 130 per share	650.00
Decree in personam passed by the Circuit Court for Anne Arundel County March 4, 1938 against Vaclov & Anna Vacek	1,801.06
	\$10,267.80

and in consideration thereof I do hereby release, acquit, exonaer te and discharge the said M. Clare M. Green, trustee of the Estate of Frederick L. J. Gelhus, her sureties, successors, executors and administrators, of and from all and every action, suit, claim or demand which could or might possibly be brought, exhibited, or prosecuted against her, it or any of them for or on account of said funds or the payment thereof, hereby ceclaring myself satisfied, contented and paid as above specified.

Given under my hand and seal this 14th day of September in the year 1948.

Witness: Frederick L.J. Gelhaus, \_\_, (SEAL)  
Trustee.  
William W. Townshend, Jr.,

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on the 14th day of September in the year 1948, before me, the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Frederick L. J. Gelhaus and acknowledged the foregoing release to be his act and deed.

Witness my hand and seal Notarial.

(Notarial Seal) William W. Townshend, Jr.,  
Notary Public

Filed Sept. 14, 1948

PETITION TO CRAVE ALLOWANCE AGAINST CORPUS

In the Matter of the	:	In the Circuit Court for
Trust Estate of	:	Anne Arundel County
Frederick L. J. Gelhaus.	:	Equity No. 4497.
	.....	

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frederick L. J. Gelhaus, Trustee, respectfully states:

1. That your Petitioner was appointed Trustee by Order of This Honorable Court in this cause on March, 14, 1947.
2. That your Petitioner has filed with the Court Auditor his "Report under Rule 20" for the fiscal year beginning June 30, 1947, and ending June 30, 1948
3. That your Petitioner through misunderstanding has erroneously used a part of the Corpus of the estate to pay current bills and to reimburse himself for money advanced to the estate for taxes, fuel bills, etc., prior to July 1, 1947, as will more fully appear by reference to his

account now filed with the Court's Auditor.

4. That your Petitioner lists herewith a recapitulation showing wherein he has erroneously used a part of the Corpus.

Expenses shown on report	\$1755.63	
Less Income from estate	<u>911.46</u>	
Balance to be accounted for		
from Corpus	\$ 844.17	
Amount reported as in hands of Trustee	<u>185.84</u>	
		\$1030.01
Amount reported as used by	\$ 800.00	
Trustee from Corpus	<u>\$ 230.01</u>	\$1030.01
<hr/>		
Amount due Trustee for disbursements	\$2,575.92	
made from Corpus prior to July 1, 1947		
Paid to Trustee for income	<u>249.41</u>	\$2,326.51.
Total to be allowed from Corpus in Auditor's account		\$3,356.52

5 That your Petitioner, upon advice from counsel, prays this Honorable Court to pass an order herein allowing the said operating expenses and disbursements out of the Corpus of the estate.

6. That your Petitioner has advised those heirs entitled to shares under the Trust estate of his actions and has obtained their consent to charge the aforesaid sum of \$3,356.52 against the Corpus and to abide by any Decree passed by this Honorable Court.

Respectfully submitted,

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

Frederick L. J. Gelhaus,  
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 24th day of August, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick L. J. Gelhaus, Trustee, and made oath in due form of law that the facts contained herein are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Gloria N. Bates,  
Notary Public.

.....

We, the undersigned, being the only heirs at law of Frederick L. J. Gelhaus, deceased, entitled to share in the Trust estate now known as "Equity No. 4497 in the Circuit Court for Anne Arundel County" do hereby certify that we have been advised by Frederick L. J. Gelhaus, Trustee, that \$3,356.52 of the Corpus of said estate has been erroneously applied to pay current expenses and for money advanced by said Trustee for debts of the estate prior to July, 1947.

And we do hereby and by these presents authorize the said Trustee to charge said amount against the Corpus of the estate and to abide by any Decree passed by the Circuit Court for Anne Arundel County in this cause.

WITNESS our hands and seals this 30th day of August, 1948.

Test:

Gloria S. Jones	Antionette Gelhaus (mother)	(SEAL)
William W. Townshend, Jr.,	Elmer Gelhaus, (Brother)	(SEAL)
Allan C. Housley	Eugene Gelhaus (Brother)	(Seal)
Sam Jones	Louise G. Housley (Sister)	(SEAL)
Eugene Gelhaus	Gloria Jones (Sister)	(SEAL)
Frank L. Payne	Oden F. Pumphrey, (Nephew)	(SEAL)
	Thelma June Gelhaus (Niece)	(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 30th day of August, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Antionette Gelhaus, Elmer Gelhaus, Eugene Gelhaus, Louise Housley, and Gloria Jones, and they made oath in due form of law that they have personal knowledge of the facts herein contained and will abide by any Decree passed by the Circuit Court for Anne Arundel County pertaining thereto.

WITNESS my hand and Notarial Seal.

William W. Townshend, Jr.,

(Notarial Seal)

Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 31st day of August, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Oden F. Pumphrey and Thelma June Gelhaus and they made oath in due form of law that they have personal knowledge of the facts herein contained and will abide by any Decree passed by the Circuit Court for Anne Arundel County pertaining thereto.

Witness my hand and Notarial Seal.

John V. Henry,

(Notarial Seal)

Notary Public.

#### ORDER OF COURT

Upon the foregoing Petition, consent, and affidavits it is Ordered by the Circuit Court for Anne Arundel County this \_\_\_\_\_ day of September that Frederick L. J. Gelhaus, Trustee be, and he is hereby authorized to pay out of the Corpus of the estate, operating expenses and personal disbursements as listed herein;

And it is further Ordered by the Circuit Court for Anne Arundel County that the aforesaid operating expenses and disbursements be charged against the Corpus of the estate by the Auditor in the 1948 account.

\_\_\_\_\_ A . J.

Filed Sept. 24", 1948

#### MEMORANDUM AND ORDER

Frederick L. J. Gelhaus, by an order of this Court passed on March 14, 1947, was appointed Trustee to administer the trust created under the will of his father dated September 17, 1912. On September 24, 1948, he filed his petition asking this Court to allow him to expend from the corpus of the estate the sum of \$3,356.52 in order to reimburse himself for various sums totaling that amount advanced for taxes, fuel bills, etc., prior to July 1, 1947. Appended to the petition is the consent of his mother, the tenant for life or widowhood, and of Elmer E. Gelhaus, Eugene Gelhaus, Louise Housley, Gloria Jones, Oden F. Pumphrey and Thelma June Gelhaus.

Under the will of Frederick L.J. Gelhaus the residue of his estate was bequeathed and devised unto Nicholas H. Green, in trust, and the income therefrom was payable to Antionette D. Gelhaus, the widow of testator, during her life or widowhood. From and after the death or remarriage of the widow, provided the youngest child shall not have arrived at the age of thirty years, the trust was to continue until the youngest child should arrive at that age, and the net income was directed to be paid to the children in equal portions for their support and maintenance, with the issue of any deceased child participating per stirpes et non per capita. Upon the death or marriage of the widow, if the youngest child has arrived at the age of thirty years, the trust ceases and determines and the property vests in said children, their heirs and assigns, in fee simple, share and share alike, the issue of any deceased child taking the share, per stirpes and not per capita, which the respective parent or parents, if living, would have taken.

It thus appears that those ultimately entitled cannot now be determined. Mrs. Gelhaus is now living and, so far as these proceedings show, she had not remarried. Until the trust is determined, it cannot be said that those who signed the consent will be the parties who will receive the property, and while they might be estopped if then living, they could not bind their issue, or any others who might be entitled at the happening of the contingency. *Williams v. Armiger*, 129 Md., 232; *Lansdale v. Linthicum*, 139 Md. 155.

For this reason the prayer of the petition must be denied.

James E. Boylan, Jr.,

Order of Court

C. J.

For the reasons set forth in the foregoing memorandum, it is this fourth day of October, in the year nineteen hundred and forty-eight, by the Circuit Court for Anne Arundel County, sitting as a Court of Equity, ordered that the petition of Frederick L. J. Gelhaus, Trustee, filed herein on September 24, 1948, be, and the same is hereby dismissed.

James E. Boylan, Jr.,

C. J.

Filed 4<sup>th</sup> October, 1948

COPY OF LAST WILL AND TESTAMENT OF  
FREDERICK L. J. GELHAUS.

IN THE NAME OF GOD; AMEN!

I, Frederick L. J. Gelhaus of Anne Arundel County in the State of Maryland, being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, do make, publish, constitute and declare this my Last Will and Testament, hereby annulling and revoking all former wills which may at any time heretofore have been made by me,

In the first place, I direct that all my just and lawful debts be fully paid and discharged, that my funeral expenses shall be paid, and that a suitable tombstone be placed over my grave, the design thereof to be selected by my wife with the advice of my executor herein-after named.

SECONDLY: I give, devise and bequeath to Nicholas H. Green of Annapolis, Maryland, and his successors in the trust all of my estate of every kind, real, personal and mixed, in trust, however, for the following purpose and upon the following conditions and confidences, that is to say: to receive, collect and receipt for the rents, issues and profits arising

from my estate, to invest and reinvest any and all money forming the corpus of my estate that may come into his hands as such trustee, and after the payment of all costs and expenses incident to said trust, including such commission to said trustee as may be just and proper for his services as such trustee, taxes, insurance, repairs, water rents, premium on trustees bond, public dues and charges of every kind levied or assessed on my said property, to pay the net income to my beloved wife Antionette D. Gelhaus during her natural life, if she shall continue my widow, for her support and maintenance; but the said trustee is hereby given full power to sell and dispose of any part of my said estate, real and personal, as is, in his judgment, necessary for the benefit of my said estate, and to convey, transfer and assign such portion as may be sold by him to the purchaser thereof; and from and after the death or remarriage of my said wife, if my youngest living child shall not have arrived at the age of thirty years, said trust is to continue until said youngest living child shall arrive at the age of thirty years, and the net income from my said estate shall be paid to my said children share and share alike, for their support and maintenance, the issues of any deceased child taking the share, per stirpes and not per capita, which the respective parent or parents if living would have taken; and from and after the death or remarriage of my said wife, and the attaining of the age of thirty years of my youngest living child said trust shall cease and determine, and I give, devise and bequeath all my property, real, personal and mixed to my children their heirs and assigns, in fee simple, share and share alike, the issue of any deceased child taking the share, per stirpes and not per capita, which the respective parent or parents if living would have taken,

The provision hereto fore made for my said wife is to be in lieu of and in full satisfaction of any and all other interest in my real and personal estate to which she might be entitled as my widow.

Lastly: I make, nominate and appoint the before mentioned Nicholas H. Green of Annapolis, Maryland, Executor of this my last Will and Testament.

In testimony whereof I have hereunto set my hand and seal this Seventeenth day of September in the year nineteen Hundred and twelve.

Frederick L. J. Gelhaus (Seal)

Signed, sealed, published and declared by the above named testator, Frederick L.J. Gelhaus to be his Last Will and Testament in our presence, who at his request in his presence and in the presence of each other have hereunto signed our names as witnesses of said will and testament this Seventeenth day of September in the year Nineteen Hundred and twelve.

William A. Strohm

John N. Davis

Elizabeth A. Rehn.

*N.D.*  
*(no record of this order 1912)*

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PETITION TO INSTALL HEATING UNIT IN  
821 West Street, Annapolis, Maryland.

Petition of Frederick L. J. Gelhaus, Trustee, respectfully represents:

1. That your petitioner is informed and avers that the heating unit in 821 West Street, Annapolis, Maryland, (the home of Mrs. Frederick Gelhaus), is beyond repair and must be replaced for the safety and welfare of Mrs. Gelhaus.
2. That your petitioner submits herewith two estimates for the installation of a new heating unit in the aforesaid premises. That your Petitioner feels that the estimates are fair, and reasonable and recommends that the installation be made.

3. That your Petitioner has insufficient funds in his hands from the income of the Estate to pay for the said installation.

4. That your Petitioner files herewith a Consent from the heirs of the Estate of Frederick L. J. Gelhaus to the installation of a new heating unit and the payment of same from the Corpus of the Estate.

WHEREFORE your Petitioner prays this Honorable Court to pass an Order herein directing and authorizing the payment for the installation of the heating system from the Corpus of the Estate.

William W. Townshend, Jr.,  
Solicitor.

Frederick L. J. Gelhaus (SEAL)  
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of March, 1949, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick L. J. Gelhaus, and he made oath in due form that the facts herein contained are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

May F. Brennan,  
Notary Public.

We, the undersigned, being the only heirs at law of Frederick L.J. Gelhaus, deceased, entitled to share in the Trust estate now known as "Equity No. 4497" in the Circuit Court for Anne Arundel County "do hereby certify that we have been advised by Frederick L.J. Gelhaus, Trustee, that the heating unit in 821 West Street, Annapolis, is worn out and beyond repair, and that it is now necessary to install a complete new heating unit. We further understand that the income from the Estate is insufficient to pay for a new heating unit, and that the cost of same will be paid from the Corpus of the Estate.

And we do hereby and by these presents authorize the said Trustee to charge said amount against the Corpus of the Estate and to abide by any Decree passed by the Circuit Court for Anne Arundel County in this cause.

WITNESS our hands and seals this 28th day of March, 1949.

Gloria Jones	Antinette Gelhaus	(SEAL)
Minnie M. Gelhaus	Elmer E. Gelhaus	(mother) (SEAL)
Alice V. Gelhaus	Eugene Gelhaus	(brother) (SEAL)
Jack Cohen	Louise Housley	(brother) (SEAL)
Samuel T. Jones	Gloria Jones	(Sister) (Seal)
Carl H. Bauer	Oden F. Pumphrey	(Sister) (Seal)
Oden F. Pumphrey	Thelma Jones Gelhaus	(Nephew) (SEAL)
		(Niece)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of March, 1949, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Antionette Gelhaus, Elmer Gelhaus, Eugene Gelhaus, Louise Housley and Gloria Jones, and they made oath in due form of law that they have personal knowledge of the facts herein contained and will abide by any Decree passed by the Circuit Court for Anne Arundel County pertaining thereto.

WITNESS my hand and Notarial Seal.

4  
(Notarial Seal)

May F. Brennan  
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 28 day of March, 1949, before the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Oden F. Pumphrey and Thelma June Gelhaus and they made oath in due form of law that they have personal-knowledge of the facts herein contained and will abide by any Decree passed by the Circuit Court for Anne Arundel County pertaining thereto.

WITNESS my hand and Notarial Seal.

Susan M. Kondner

(Notarial Seal)

Notary Public.

OIL BURNER EQUIPMENT ORDER

Charles E. Skipper & Son  
Annapolis, Md.

No. \_\_\_\_\_

Date 3/18/49 194-

Please furnish necessary labor and material to install the following: Terms \_\_\_\_\_

Quantity	ITEMS	Price
	One Sherwood Rotary Burner complete with a one thousand gallon tank, one Wall Flame Boiler Unit with domestic water year round.	\$1275.00

To be installed at: Mr. Frederick R. Gelhaus  
821 West Street,  
Annapolis, Maryland

-----  
This Order Subject to Following Conditions

Seller agrees to give Buyer reasonable notice in advance of the date on which each unit is to be installed. Buyer is to furnish electrical service to the room in which unit is to be installed and shall pay for any extra work in such installation occasioned by rock, quicksand, water or other unusual conditions at Seller's cost price therefor.

Terms of payment shall be subject to approval of Seller's Credit Department and in the event Seller deems itself insecure, Seller shall have the right to require payment in full before installation of any unit.

Seller shall not be liable in damages for failure to perform under this order, in the event of acts of God, strikes, embargoes, acts of war, accident, inability to obtain materials for delivery hereunder, for any cause beyond its control whether of the same or a different character from that stated herein and Buyer agrees to save Seller harmless from claims arising therefrom.

Seller is to furnish Buyer or Buyer's nominee, Seller's regular guarantee of each unit sold hereunder.

All installations of equipment purchased pursuant to this order shall be made on or before when ordered -19--, and Seller reserves the right to decline any order for equipment to be installed after such date.

Frederick L. J. Gelhaus, Jr.,

Seller's Acceptance

Buyer

Trustee

CHARLES E. SKIPPER & SON

By Chas. E. Skipper, Sr.

By \_\_\_\_\_

Accounting Dept. Copy.

.....  
MCNEW (M-B) BROS. PLUMBING \_ HEATING \_ OIL BURNERS \_ FUEL OIL  
Incorporated.

Phone 6241

6 N. Taylor Ave., Annapolis, Md.

March 30, 1949

Mr. Frederick Gelhaus,  
821 West Street,  
Annapolis, Md.

Dear Mr. Gelhaus:

We are pleased to quote you a price of \$1,285.00 to do the following work at the above address: Remove the present boiler now in the cellar, close the present open hot water heating system, and furnish and install the following: One General Automatic steel jacketed boiler pressure burner unit, rated at 720 square feet of radiation with a 4½gallon per minute tankless water heater, one 1,000-gallon underground fuel oil storage tank, buried in the front yard, one Thursh circulator, flow valve, dual control, and expansion tank, including all the labor, materials, permits, and wiring for a complete oil fired forced circulated hot water plant with a summer-winter hook-up.

We are in a position to begin construction immediately. May we have your authorization today?

Accepted \_\_\_\_\_  
Date \_\_\_\_\_  
Signed \_\_\_\_\_

Very truly yours,

Walter H. McNew, Manager.

WHM/lm.

Filed March 31, 1949.

ORDER OF COURT.

Upon the foregoing Petition, Affidavits and Consent, it is on this 31st day of March, 1949, by the Circuit Court of Anne Arundel County, sitting in Equity, ordered that Frederick L. J. Gelhaus, Trustee, be and is authorized to pay out of the Corpus of the Estate the sum of \$1275.00, for the installation of a new heating system in the premises known as 821 West Street, Annapolis, Maryland.

Benjamin Michaelson.

A. J.

Filed March 31, 1949

PETITION TO PAY CLAIMS OUT OF CORPUS.

Petition of Frederick L. J. Gelhaus, Trustee, respectfully represents:

1. That your Petitioner has filed his Annual Report covering period from June 30th 1948 to June, 1949.
2. That after applying the total income of the Trust Estate there still remains unpaid 1949 Taxes in the sum of Three Hundred Seventy-Eight Dollars and Seventeen Cents (\$278.17); 1949 City Water Rent from January 1st, 1949, through June 30th, 1949, in the sum of Sixty-eight Dollars and Fifty-five Cents (\$68.55); and One Hundred Fifteen Dollars (\$115.00) for emergency Cleaning of outhouses as requested and demanded by the Anne Arundel County Health Department.
3. That those entitled to share in the distribution in the Estate of Frederick L.J. Gelhaus have expressed their willingness to allow the aforesaid sums out of the Corpus of the Estate as will more fully appear by reference to their consent filed herewith and prayed to be taken as a part of this Petition.

Wherefore your Petitioner prays the Honorable Court to pass an Order herein directing and authorizing the payment of 1949 County Taxes, 1949 City Water Rent through June 30th, 1949, and emergency cleaning of outhouses from the Corpus of the Estate.

Respectfully submitted,

Frederick L. J. Gelhaus, \_\_\_\_\_ (SEAL)  
Trustee of the Estate.



Location	Assessed Value For Taxes
No. 359 West Street (home) now 821 West Street	\$2,800.00
Nos. 99-101-103-105-107-109 and 111 Spa Road now 817-829 Spa Road	3,650.00
No. 113 Spa Road now 831 Spa Road	1,030.00
Nos. 8-10-12-14 Greenfield Street	<u>1,480.00</u>
	\$8,960.00

**B LEASEHOLD**

LOCATION	Assessed value for Taxes
none	

**C MORTGAGES**

LOCATION OF PROPERTY	AM'T OF MORTGAGE	MORTGAGOR'S NAME
NONE		

**D BONDS**

LOCATION OF PROPERTY	AM'T OF MORTGAGES	MORTGAGOR'S NAME
NONE		

**E STOCKS**

No. and Class of Shares	Name of Company	Certificate No.	Par Value	Date of Certificate
4 shs. common	The Baltimore Transit Company	CL3279	None	June 28, 1948
10 Pref.	The Rockcastle Cement & Lime Co	22	25	Apr. 12, 1917
21/2 Capital	The Kentucky Portland Cement & Coal	180	100	July 28, 1913
40 Pref.	The Rockcastle Cement & Lime Co	16	25	Apr. 12, 1917
5 shares	Workingmen's Building & 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	<u>130</u>	May 1, 1899
			<u>\$5,980.</u>	

**F CHATTELS**

Decree in Personam passed by the Circuit Court for Anne Arundel County, March 4, 1938 ag. Vaclov and Anna Vecek \$1,801.06

**G CASH**

	\$11,924.30
NO. BOOK 2652	Deposited in Capital City Building and Loan Assn. \$2,126.66 Bank
474	" " Arundel Building and Loan Asso. 5,068.38 "
683	" " Enterprise Federal Savings & Loan Asso., 4,729.26 "

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			13,214.30
Balance due on Smith Mortgage (Said amount was held by Atty.)		100.00		100.00
	TOTAL NET RECEIPTS			\$ 13,314.30
. . . . .				
B	EXPENDITURES PURCHASES, ETC.,	CREDITS		
	Date of Order of Court authorizing	Purchase price	Expenses	Gross Amount paid
Charles E. Skipper & Son, heating plant	March 31, 1949			1,275.00
Francis G. Parker, cleaning toilet (Emergency--)				115.00
	Total Gross Expenditures			\$ 1,390.00
	Total Corpus Cash Balance as Per This Report			\$11,924.30
	. . . . .			
Balance of Income as per Last Report				\$ 185.84
	RECEIPTS:	INCOME.		
Rents received from houses			\$2,335.75	
Interest on balance of Smith Mortgage			3.00	
Dividends: Workingmen's B. & L. Asso			329.20	
Enterprise Fed. S. & L. Asso.			134.33	
Arundel B. & L. Asso.			201.20	
Capital City B. & L. Asso.			84.04	2,997.52
	<u>EXPENDITURES</u>			\$3,183.36
Antionette Gelhaus, Mother			\$ 2,392.62	
J. F. Johnson Lumber Company			35.71	
Annapolis Water Company			65.12	
Earl Williams, Sr.,			27.00	
Earl Williams, Sr.			24.00	
J.F. Johnson Lumber Co.			24.23	
Earl Williams, Sr,			27.00	
J.F. Johnson Lumber Co.			18.92	
J. F. Johnson Lumber Co.,			3.06	
Benjamin Michaelson			50.00	
John H. Lamb			10.00	
Annapolis Water Company			65.12	
Laura R. Jickling			16.00	
Earl Williams, Sr.,			3.00	
Myrtle Sturm			5.00	
McNew Brothers			47.11	
Annapolis Water Company			65.12	
Wm. W. Townshend, Jr.,			75.00	
A. A. Co. San. Comm.			4.80	

Sherwood Bros., Inc.	132.33	
Sears Roebuck & Co.	1.79	
" " "	2.89	
" " "	3.77	
Knickman's	4.70	
"	1.18	
"	4.70	
Allen D. Housley	15.00	
John H. Lamb	10.00	
Charles Bowie	6.00	
John H. Lamb	22.00	
J. F. Johnson Lumber Co.,	.41	
" " " " "	.92	
" " " " "	8.86	
Wm. W. Townshend, Jr.,	<u>10.00</u>	\$ 3,183.36

MEMORANDUM OF INCOME

THIRD. That since the last annual report, the Trustee has received income of said Trust estate in the amount of	\$ 2,997.52
CASH BALANCE AS PER LAST REPORT	<u>185.84</u>
TOTAL GROSS INCOME	\$ 3,183.36
AND DURING THAT TIME HAS MADE PAYMENTS AGGREGATING OPERATING EXPENSES °	<u>3,790.74</u>
Leaving the NET INCOME of the ESTATE	\$ 2,392.62
which he has paid over to Antionette Gelhaus	<u>2,392.62</u>
LEAVING A CASH BALANCE OF INCOME UNDISTRIBUTED THIS DATE	NONE

AS will appear from the RECEIPTS and VOUCHERS which will be exhibited to one of the AUDITORS or MASTERS of this COURT when required.

Frederick L. J. Gelhaus, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 26th day of Sept. 1949, personally appeared before me Frederick L.J. Gelhaus, Trustee and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

William W. Townshend, Jr.,  
Notary Public

(Notarial Seal)

-THIS BLANK TO BE FILLED OUT BY AUDITOR-

The corpus of the ESTATE as above stated, except certain changes duly authorized by the Court and fully stated under RECEIPTS and EXPENDITURES, corresponds with the last report of the Trustee filed the twenty-fourth day of July, 1948.

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 27th day of September, 1949 that the Report and Account of Frederick L.J. Gelhaus, Trustee, be referred to Laura

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J.H.H. No. 69 Equity

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 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. September 28, 1949.

Respectfully submitted,

Laura R. Jickling,

Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 28th day of September, 1949, that the foregoing report of the Trustee be and the same is hereby finally ratified and confirmed.

Benjamin Michaelson,

Judge.

Filed Sept. 26" 1949

Order of Reference- September 27, 1949

Report of Auditor; Sept. 28, 1949

Final Order: September 28, 1949

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PETITION TO WITHDRAW FUNDS FROM CORPUS

Petition of Frederick L.J. Gelhaus, Trustee, respectfully represents:

1. That your Petitioner was appointed Trustee by Order of this honorable Court in this case on March 14, 1947.
2. That the income from the Estate is insufficient to pay operating expenses such as taxes, insurance, etc., and to provide maintenance and support for Mrs. Frederick Gelhaus.
3. That your Petitioner after applying the total income of the Estate is without funds to pay 1950 taxes in the sum of Three Hundred Forty-three Dollars and Twenty-four Cents (\$343.24), Annapolis Water Company statements from January 1, 1950, through June 30, 1950, in the sum of Two Hundred Seventy Dollars and Seventy-seven Cents (\$270.77), and legal services to William W. Townshend, Jr., rendered the Estate for 1949 and through June, 1950, in the sum of One Hundred Dollars (\$100.00).
4. That those entitled to share in the distribution in the Estate of Frederick L.J. Gelhaus have expressed their willingness to allow the aforesaid sums out of the Corpus of the Estate as will more fully appear by reference to their consent filed herewith and prayed to be taken as a part of this Petition.

Wherefore your Petitioner prays the Honorable Court to pass an Order herein directing and authorizing the payment of 1950 taxes in the sum of Three Hundred Forty-three Dollars and Twenty-

four Cents (\$343.24), Annapolis Water Company statements from January 1, 1950, through June 30, 1950, in the sum of Two Hundred Seventy Dollars and Seventy-seven Cents (\$270.77), and legal services to William W. Townshend, Jr., rendered the Estate for 1949 and through June, 1950, in the sum of One Hundred Dollars (\$100.00).

Respectfully submitted,

Frederick L. J. Gelhaus, (SEAL)

Trustee of the Estate.

CONSENT

We, the undersigned, being the only heirs at law of Frederick L.J. Gelhaus, deceased, entitled to share in the Trust Estate now known as "Equity No. 4497" in the Circuit Court for Anne Arundel County do hereby certify that we have been advised by Frederick L.J. Gelhaus, Trustee, that there are insufficient funds from the income of the Estate to pay certain operating expenses and that these expenses will have to be paid from the Corpus of the Estate, and we do hereby and by these presents authorize the said Trustee to charge said amounts against the Corpus of the Estate, subject, however, to the approval of the Circuit Court for Anne Arundel County.

WITNESS our hands and seals this \_ day of June, 1950.

Frederick L.J. Gelhaus	Antionette Gelhaus	(SEAL)
	(mother)	
Albert E. Housley	Elmer Gelhaus,	(SEAL)
	(brother)	
Oden F. Pumphrey	Eugene E. Gelhaus	(SEAL)
	(brother)	
Gloria Jones	Louise Housley	(SEAL)
	(sister)	
Louise Housley	Gloria Jones	(SEAL)
	(sister)	
Eugene E. Gelhaus	Oden F. Pumphrey	(SEAL)
	(nephew)	
Louise G. Housley	Thelma Jyne Gelhaus	(SEAL)
	(niece)	

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of June, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Antionette Gelhaus, Elmer Gelhaus, Eugene Gelhaus, Louise Housley, Gloria Jones, Oden F. Pumphrey and Thelma June Gelhaus, and they made oath in due form of law that they have personal knowledge of the facts herein contained and will abide by and Decree passed by the Circuit Court for Anne Arundel County pertaining thereto.

WITNESS my hand and Notarial Seal.

Margaret B. Hendrix,

(NOTARIAL SEAL)

Notary Public.

Filed June 28, 1950

ORDER OF COURT

Upon the foregoing Petition, Affidavits and Consent it is this 3d day of July, 1950, ORDERED by the Circuit Court for Anne Arundel County sitting in Equity that Frederick L. J. Gelhaus, Trustee, be, and he is hereby, authorized to pay out of the Corpus of the Estate the sum of Three Hundred Forty-three Dollars and Twenty-four Cents (\$343.24) for unpaid 1950 taxes, Two Hundred Seventy Dollars and Seventy-seven Cents (\$270.77) for 1950 water rent from January 1, 1950, through June 30, 1950, and One Hundred Dollars (\$100.00) for Attorney's fee from the Corpus of the Estate, making a total of Seven Hundred Fourteen Dollars and One Cent (\$714.01).

Benjamin Michaelson,  
Judge.

.....

4

Petition filed June 28, 1950

Order filed 3 July, 1950

TRUSTEE'S 11TH REPORT

REPORT UNDER RULE 20..

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Frederick L.J. Gelhaus from June 30, 1949, to June 30, 1950 respectfully shows;

Trustee.

First: That the TRUST ESTATE now consists of the following property:

A

REAL ESTATE

LOCATION	ASSESSED VALUE FOR TAXES
No. 359 West Street (home) now 821 West Street	\$2,800.00
Nos. 99-101-103-105-107-1-9 and 111 Spa Road now 817-829 Spa Road,	3,650.00
No. 113 Spa Roadm now 831 Spa Road	1,030.00
Nos. 8-10-12-14 Greenfield Street	1,480.00
	<u>\$8,960.00</u>

B

LEASEHOLD

Location	Assessed Value for Taxes
NONE	

C

MORTGAGES

LOCATION OF PROPERTY	AM'T. OF MORTGAGE	MORTGAGOR'S NAME
NONE		

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.	Par Value	Date of Certificate.
4	shs common	The Baltimore Transit Company	CL3279	None	June 28, 1948
10	Pref	The Rockcastle Cement & Lime Co.	22	25.	Apr. 12, 1917
21	3/4 Capital	The Kentucky Portland Cement & Coal	180	100.	July 28, 1913
40	Pref.	The Rockcastle Cement & Lime Co.	16	25.	Apr. 12, 1917
5	shares	Workingmen's Building & Loan Assn.	478	130	May 1, 1899
2	"	" " " " " "	479	130	May 1, 1899
2	"	" " " " " "	480	130	May 1, 1899
1	"	" " " " " "	485	130	Aug. 1, 1900
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

J.H.H. No. 69 Equity

2 shares Workingmen's Building & Loan Assn.	1703	130	Aug. 17, 1949
1 " " " " " "	481	<u>139</u>	May 1, 1899
		\$5,980	

F CHATTELS

Decree in Personam passed by the Circuit Court for Anne Arundel County, March 4, 1938, ag. Vaclov and Anna Vacek

	\$	\$ 1,800.00
--	----	-------------

G CASH \$10,695.11

No. BOOK

2652	DEPOSITED IN Capital City Building and Loan Asso.	\$2,126.66	Bank
"	" Arundel Building and Loan Assn.	5,068.38	
"	"Enterprise Federal Savings & Loan Assn.	3,500.07	

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			<u>\$11,924.30</u>
TOTAL NET RECEIPTS			<u>\$11,924.30</u>

B EXPENDITURES-PURCHASES, ETC. CREDITS

Date of Order of Court Authorizing PAYMENT	Purchase Price	Expenses	Gross amount Paid
1949 County taxes			\$378.05
1949 Water Rent	9/27/49		137.10
1950 County taxes			343.24
1950 Water Rent	7/3/50		270.77
William W. Townshend, Jr., Attorney			<u>100.00</u>
TOTAL GROSS EXPENDITURES			<u>\$ 1,229.16</u>
TOTAL CORPUS CASH BALANCE AS PER THIS REPORT			<u>\$10,695.11</u>

RECEIPTS: INCOME

Rents received from houses	\$2,295.00	
Dividends:		
Workingmen's B. & L. Asso.	239.20	
Arundel B. & L. Asso.	202.40	
Enterprise Fed.S. & L. Asso.	114.88	
Capital City B. & L. Asso.	<u>86.25</u>	\$2,937.73

EXPENDITURES:

Antionette Gelhaus, Mother	\$1,396.81
Medical Bills	453.55
Fuel Oil for Heating	185.01
Gas and Electric Bills	180.00
Telephone Bills	60.00
Colored Help around Homestead	310.00
Electric Appliances	15.00

Annapolis Water Company	46.45
Premium (Bond) of Trustee	50.00
Miss Jickling, Court Auditor	8.00
A.A. County Sanitary Commission	4.80
Hopkins Furniture- floor covering	16.53
Myers Company- repairs to GE Refrigerator	6.53
Cedar Bluff Cemetery Lot #354	7.00
Edward Cox, Plumber, repair Frostproof Hydrant	47.64
Material and Labor, wire brushing and painting iron Fence (Homestead)	15.00
Brooks Brothers (renewal of defective pipe (Homestead)	1.64
Hromadnik Florist - Spray	6.47
Cleaning Bank Yard and removing old junk	16.50
Donations	79.00
Baltimore Sun & Evening Capital Newspapers	31.80
	<u>\$2,937.73</u>

MEMORANDUM OF INCOME

THIRD. That since the last annual report, the Trustee has received income of said Trust estate to the amount of

\$2,937.73

CASH BALANCE AS PER LAST REPORT

TOTAL GROSS INCOME

\$2,937.73

and during that time has made payments aggregating-OPERATING EXPENSES-

1,540.92

Leaving the NET INCOME of the ESTATE

\$1 396.81

which he has paid over to Antionette Gelhaus

Leaving A Cash Balance of INCOME UNDISTRIBUTED THIS DATE

\$- NONE

as will appear from the RECEIPTS and VOUCHERS which will be exhibited to one of the Auditors or Masters of this Court when required.

Frederick L. J. Gelhaus , Trustee.

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

I hereby certify that on this 18th day of July, 1950, personally appeared before me Frederick L.J. Gelhaus, Trustee, and made oath in due form of law that the matters and facts stated in the foregoing report are true as therein set forth.

Margaret B. Hendrix,

(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 twenty-sixth day of September, 1950

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 26th day of July, 1950, that the Report and Account of Frederick L. J. Gelhaus be referred to 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 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:

The Trustee failed to submit to the Auditor vouchers covering the following expenditures:

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Medical bills - \$453.55; Gas and electric bills - \$180.00; telephone bills - \$60.00; Colored help around homestead- \$310.00; Electric Appliances-\$15.00; Annapolis Water Company - \$46.45; Materials and labor, wire brushing and painting iron fence (homestead)-\$15.00; Cleaning back yard and removing old junk- \$16.50; Donations - \$79.00.

And the Auditor charges \$8.00 for her services in examining and verifying this Report. September 26, 1950.

Respectfully Submitted,

Laura R. Jickling, Auditor.

FINAL ORDER

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, this 26th day of September, 1950, that the foregoing report of the Trustee be and the same is hereby ratified and confirmed.

Benjamin Michaelson, Judge.

Filed July 20, 1950

Ord. of Ref. July 27, 1950

Auditor's Rept. Sept. 26, 1950

Final Ord. Sept. 26, 1950

IN THE MATTER OF THE TRUST ESTATE OF FREDERICK L. J. GELHAUS. : IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 4497 EQUITY

PETITION TO APPOINT SUBSTITUTE TRUSTEE.

TO THE HONORABLE JUDGE OF SAID COURT:

The Petition of Frederick L.J. Gelhaus, Trustee, respectfully states:

1. That your Trustee was appointed Substitute Trustee of the Trust Estate on March 14, 1947, as will more fully appear by reference to the proceedings in this cause.

2. That your Trustee has administered said Trust under the direction and supervision of this Court and on July 20, 1950, filed his account therein for the period from January 1, 1950 through June 30, 1950, showing a balance in the hands of the Trustee as follows:

- Real Estate appraised at \$8960.00
Stock appraised at \$5980.00
Savings Account \$10,695.11

which said account was ratified and confirmed by the Court on September 26, 1950.

3. That your Trustee files herewith his final account supplemental to the above mentioned account covering the period from June 30, 1950, through November 30, 1950.

4. That your Trustee desires to be relieved of said trust and requests that another be appointed Trustee in his place and stead.

Respectfully submitted

Frederick L.J. Gelhaus (SEAL)

Respectfully submitted,

William W. Townshend, Jr., Attorney for Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 5th day of December, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frederick L. J. Gelhaus, Trustee, and made oath that the Report as set forth herein is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Margaret B. Hendrix,  
Notary Public.

(Notarial Seal)

.....

To the Honorable, Judge of Said Court:

Report of Frederick L. J. Gelhaus, Substitute Trustee for the Estate of Frederick L. J. Gelhaus, from June 30, 1950, through November 30, 1950, showing receipts, disbursements and funds on deposit, that is to say, to wit:

Rents received from July 1, 1950, through November 30, 1950,	\$ 972.50
Workingmen's Building and Loan Association, dividend	119.60
Arundel Building and Loan Association, Inc. dividend	101.20
Enterprise Building and Loan Association, dividend	52.50
Capital City Building and Loan Association, dividend	<u>43.71</u>
Total income from June 30, 1950, through November 30, 1950	\$1,289.51

Expenses:

Gas & Electric	\$ 33.89
Telephone	28.38
Milk	46.92
Evening Capital	5.50
Annapolis News	9.30
Rookie's Meat Market	130.43
Brown's Store	75.83
Gritz Liquor Store	61.60
E. M. Jay, Drugs	168.10
Dixie Farm	160.59
American Stores	157.81
Dr. L.H.Green, Chiropodist,	33.00
Economy Hardware	5.05
Parsons	6.00
Ben's Cut Rate Drugs	20.19
Round Trip, B. & A. R. R.	1.39
Reads	.89
Kitchen, Drugs	3.66
Sears Roebuck Co.	24.57
T.B. Seals	1.00
Registered Mail	1.34
Fuel Oil	38.51
Bond	50.00
Homestead, Roof Painted	50.00
Miss Laura Jickling	8.00

Bristol Cut Rate	1.57	
Insurance Premium	<u>34.38</u>	
	\$1,157.81	<u>\$1,157.81</u>

Balance in hands of Trustee November 30, 1950. \$131.70

ORDER OF COURT.

Upon the foregoing Petition and Affidavit of Frederick L.J.Gelhaus, Trustee of the Estate of Frederick L. J. Gelhaus, it is ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity this 6th day of December, 1950, that he be relieved of his further duties as Trustee on or before the 8th day of January, 1951, unless cause to the contrary be shown on or before the 8th day of January next, provided a copy of this Order be inserted in some newspaper published in Anne Arundel County one in each of three successive weeks before the 4th day of January next.

Benjamin Michaelson,  
Judge.

Filed 5 December, 1950

Order filed 6 December, 1950.

. . . . .

PETITION REFERRING ACCOUNT TO AUDITOR AND COUNSEL FEE.

To the Honorable Judge of said Court:

The Petition of Frederick L. J. Gelhaus, Trustee of the Estate of Frederick L.J.Gelhaus, by William W. Townshend, Jr., Attorney, respectfully states:

1. That the Trustee has filed a Petition in the Circuit Court for Anne Arundel County with a Supplemental Report requesting that he be relieved of his duties as Trustee and that another be appointed in his place and stead.

2. That the Trustee employed Counsel to prepare tje aforesaid Petition as well as for other services during the past few months to assist him in the handling of the Estate for which the Attorney should be paid a reasonable fee.

3. That the Supplemental Account previously referred to, should be referred to the Court Auditor for an accounting.

Respectfully submitted,  
William W. Townshend, Jr.,  
Attorney for Trustee.

ORDER OF COURT

ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 6th day of December, 1950, that the Supplement Account of the Trustee be referred to the Court Auditor for an accounting, and it is further ORDERED that the Trustee pay to William W. Townshend, Jr., Attorney the sum of Fifty Dollars (\$50.00) for services rendered the Estate.

Benjamin Michaelson,  
Judge.

Filed 6 December, 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.

December 28, 1950

*see page 10  
Certified  
1-10-1951*

(2)

(2)

All of which is respectfully submitted.

Laura R. Jickling, Auditor

Dr. In the Matter of the Trust Estate of Frederick L. J. Gelhaus

in ac.

Trustee's Commission Waived

To Trustee for Court costs, viz:

Clerk of Court-additional costs	4.80	
Auditor - stating this account	<u>18.00</u>	22.80

To Trustee for Expenses, viz:

Capital-Gazette Press-order nisi (acct)	5.00	
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Eagle Indemnity Co.-bond premium	50.00	
----------------------------------	-------	--

Auditor-verifying annual report for 1949	8.00	
--	------	--

Jos. D. Lazenby, Agent-insurance premiums due 11/2/50 (#12137, #12138, #16398)	34.38	
---	-------	--

Wm. W. Townshend, Jr., fee for legal services rendered (Order of 12/6/50)	50.00	
--	-------	--

Registered Mail	<u>1.34</u>	148.72
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To Trustee for Maintenance of Ward, viz:

American Stores-food and groceries	157.81	
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Bristol Cut Rate- medicines

1.57	
------	--

Sears Roebuck Co.-clothing	24.57	
----------------------------	-------	--

C. & P. Telephone Co.-service 11/26/50	28.67	
--	-------	--

Economy Auto Supply Co.-toaster	5.05	
---------------------------------	------	--

Eagle Next Dairy Farm- milk	46.92	
-----------------------------	-------	--

Gas & Electric Co.-service to 10/19/50	33.89	
--	-------	--

E. M. Jay-medicines	168.10	
---------------------	--------	--

Chas. E. Skipper & Son- fuel oil	38.51	
----------------------------------	-------	--

Annapolis News Agency- newspapers	9.30	
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Capital-Gazette Press- " to 11/30/50	5.50	
--------------------------------------	------	--

Dr. K. H. Green- professional services	33.00	
--	-------	--

The Dixie Farm-chickens and eggs-11/30/50	160.59	
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Gritz Liquor Store-to 11/30/50	61.60	
--------------------------------	-------	--

Brown's Store-groceries- 11/30/50	75.83	
-----------------------------------	-------	--

Rookie's Meat Market- to 11/3-/50	130.43	
-----------------------------------	--------	--

The Parsons Co.- to 11/30/50	6.00	
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Ben's Cut Rate Store - drugs	20.19	
------------------------------	-------	--

Read's Drug Store- medicine	.89	
-----------------------------	-----	--

Bus fare to Baltimore	1.39	
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Kitchen Drug Store- to 11/30/50	3.66	
---------------------------------	------	--

Red Cross- Christmas Seals	<u>1.00</u>	1,014.47
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To Trustee for Upkeep of Real Estate, viz:

John Clark-cost of painting roof of 821 West Street	<u>50.00</u>	50.00
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BALANCE IN HANDS OF TRUSTEE AS OF

November 30, 1950, made up as follows:

Real Estate- assessed value	8,960.00	
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Stocks- par value	5,980.00	
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## J.H.H. No. 69 Equity

Decree in Personam (Vaclov and Anna Vacek)	1,801.06	
Cash on deposit- corpus	10,695.11	
Cash balance of income	<u>53.52</u>	<u>27,489.69</u>
		<u>28,725.68</u>

WITH Frederick L.J.Gelhaus, Trustee

Cr.

1950

June 30 ESTATE IN HANDS OF TRUSTEE as shown by Annual Report filed on July 20, 1950, and ratified by the Court on September 26, 1950 viz:

CORPUS

Real Estate-assessed value	8,960.00	
Stocks-market value	5,980.00	
Decree in personam against Vaclav Vacek and Anna Vacek, his wife	1,801.06	
Cash on deposit in savings accounts	<u>10,695.11</u>	<u>27,436.17</u>

INCOME RECEIPTS

1950

Nov. 30 Rents from 6/30/50 to 11/30/50	972.50	
Workingmen's Building - Loan Ass'n dividends	119.60	
Arundel Building & Loan Ass'n. dividends	101.20	
Enterprise Building & Loan Assn. dividends	52.50	
Capital City Building & Loan Ass'n, dividends	<u>43.71</u>	<u>1,289.51</u>
		<u>28,725.68</u>

Filed 2 January, 1951

## ORDER NISI.

ORDERED, This 2 day of January, 1951, 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 2nd 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 -----day of February next.

John H. Hopkins, 3rd, Clerk.

Filed 2 February, 1951

## CERTIFICATE OF PUBLICATION

Annapolis, Md. January 10, 1951.

We hereby certify that the annexed Notice of Court Order-FREDERICK GELHAUS was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland once a week before the 3rd day of January, 1951. The first insertion being made the 8th day of December, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 8283.

By R.L. Brown,

Filed Jan. 11, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1, 1951.

We hereby certify that the annexed Order Nisi - Eq. #4497 Auditor's Account Frederick L. J. Gelhaus was published in EVENING CAPITAL a newspaper published in the City of Annapolis, once a week for 3 successive weeks before the 2nd day of February, 1951. The first insertion being made the 3rd day of January, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E. C. 6922.

By. R. L. Brown.

FILED 2 Mar, 1951.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 2d day of March, 1951, that the foregoing 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 March, 1951

IN THE MATTER OF THE SALE	:	No. 9944 EQUITY
OF THE	:	IN THE
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
JAMES DONALDSON LOWRY AND	:	FOR
EDNA MAY LOWRY, HIS WIFE.	:	ANNE ARUNDEL COUNTY.
	:	.....

Mr. Clerk:

Please docket this suit, file the original mortgage and Statement of Mortgage Claim.

George E. Rullman,

ATTORNEY NAMED IN MORTGAGE.

Filed May 4", 1950

MORTGAGE

This Purchase Money Mortgage, Made this 2nd day of April, A.D. 1948, by and between JAMES DONALDSON LOWRY and EDNA MAY LOWRY, his wife, of City of Baltimore, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY OF MARYLAND, a body corporate, duly incorporated under the Laws of the State of Maryland, hereinafter called Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneously herewith, and used in payment of part of the purchase money for the lot of ground hereinafter described in the principal sum of FIVE THOUSAND NINE HUNDRED NINETY-FOUR Dollars (\$5,994.00), 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 of Maryland, in Annapolis, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-One Dollars (\$51.00), commencing on the first day of May, 1948, 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 April, 1963. 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.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof;

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 the following <sup>described</sup> property in Anne Arundel County, in the State of Maryland, to wit:

BEING known and designated as Lots 429, 430 and 431 as shown on a Plat of Magothy Beach, recorded among the Land Records of Anne Arundel County in Plat Book FSR No. 4, Plat 15, formerly but now recorded in Plat Cabinet No. 1, Rod A-4, Plat 15.

BEING the same lots of ground described in a Deed from Magothy Homestead Corporation to the within named Mortgagors, dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto.

Together with all buildings and improvements now and hereafter on said land, and the rents, issues and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with 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:

All bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electric ranges, refrigerator, laundry tubs, built in medicine cabinets, screens, screen-doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing and motors used in connection therewith.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, in fee simple, forever.

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

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

1. 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) 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, and of which the Mortgagor is notified) 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.

(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:

- (I) ground rent, if any, taxes, special assessments, fire and other hazard-insurance premiums ;
- (II) interest on the mortgage debt secured hereby; and
- (III) 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 an amount equal to four per centum (4%) of the installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) 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 on subsequent payments to be made by the Mortgagor 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 Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. 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 any balance remaining in the funds accumulated under the provisions of (a) 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 acquired 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 amount then remaining in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under the mortgage debt.

3. 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.

4. 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. 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 thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, 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 first 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 and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor in no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. 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.

7. He will continuously maintain fire and such other hazard insurance as the Mortgagee may require on 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 theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration 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.

8. Upon a default in any of the covenants or conditions 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. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty (30) days, the whole mortgage debt intended hereby to be secured

shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or George E. Rullman, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the 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; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; 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.

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.

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 Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

Witness the signature(s) and Seal(s) of the Mortgagor(s) on the day and year first above written.

Witness	James Donaldson Lowry	(Seal)
Edward C. Golder	Edna May Lowry	(Seal)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 2nd day of April, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JAMES DONALDSON LOWRY and ENDA MAY LOWRY, his wife, and they acknowledged the foregoing Mortgage to be their respective act.

At the same time also personally appeared Winson G. Gott, Jr., 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.

4  
(Notarial Seal)

Edward C. Golder,

Notary Public.

Recorded-7th-April-1948-at-9-35 A.M. Liber J.H.H. No. 463-fol. 430.

Filed May 4, 1950

STATEMENT OF MORTGAGE CLAIM.

Balance due on principal debt	\$5,480.51
Interest to date	<u>146.45</u>
	\$5,626.96

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 3rd day of May, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dennis J. Thompson, Assistant Cashier of the County Trust Company of Maryland, and made oath in due form of law that the above statement is correct, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Ruby W. Chaney.

(NOTARIAL SEAL)

NOTARY PUBLIC.

Filed May 4, 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 Six Thousand (\$6,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 15th day of May, in the year of our Lord 1950.

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from James Donaldson Lowry and Edna May Lowry, his wife, to County Trust Company of Maryland bearing date the 2nd day of April, 1950, and recorded among the Land records of Anne Arundel County in Liber J.H.H. No. 463, Folio 340 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman do and shall well and truly and faithfully perform the trust reposed in him under the mortgage

aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered

in the Presence of

Janet Schnoor

As to Surety

Betty J. Yowell (Corporate Seal)

Bond Approved: John H. Hopkins, 3rd, Clerk.

Filed May 17, 1950.

George E. Rullman (SEAL)

NATIONAL SURETY CORPORATION

By Rose M. Bausch,

Attorney-in-Fact.

GEORGE W. SCIBLE

PUBLIC SALE OF REAL ESTATE

AUCTIONEER

SITUATE AT MAGOTHY BEACH, THIRD DISTRICT OF ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the power of sale contained in a mortgage from James Donaldson Lowry and Edna May Lowry, his wife, dated the 2nd day of April, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 463 folio 340, the undersigned, as the Attorney named in said mortgage to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction, at the Court House door, in the City of Annapolis, Maryland, on TUESDAY, JUNE 6TH, 1950 AT 11 O'CLOCK A. M. the property described in said mortgage namely:

All those lots of ground situated in the Third Election District of Anne Arundel County, Maryland, being known and designated as Lots 429, 430 and 431 as shown on the plat of MAGOTHY BEACH recorded among the aforesaid Land Records in Plat Book F.S.R. No. 4, folio 15, formerly, but now recorded in Plat Cabinet 1, Rod A-4, Plat 15. Being the same lots of ground which were conveyed to the said James Donaldson Lowry and Edna May Lowry, his wife, by the Magothy Homestead Corporation, by deed dated the 2nd day of April, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 463 folio 338.

Said lots of ground are improved by a frame dwelling.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to day of sale.

GEORGE E. RULLMAN  
Attorney named in Mortgage  
Lee Building,  
Annapolis, Maryland.

June 6, 1950

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 6th day of June, 1950, sold the property described on the within handbill to COUNTY TRUST COMPANY OF MARYLAND, at and for the sum of \$4,000.00, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

G. W. Scible,

Auctioneer.

CERTIFICATE OF PURCHASER.

We hereby certify that we have this 6th day of June, 1950, purchased the property described on the within handbill from George E. Rullman, Attorney, at and for the sum of \$4,000.00, and we

hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

ATTEST:

COUNTY TRUST COMPANY OF MARYLAND

D. J. THOMPSON,  
Asst. Cashier

(Corporate Seal)

By George E. Rullman,  
Vice-President

Filed June 7", 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 James Donaldson Lowry and Edna May Lowry, his wife, dated the 2nd day of April, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 463 folio 340, 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, June 6th, 1950, at eleven o'clock A.M., and then and there sold the said property to the County Trust Company of Maryland at and for the sum of Four Thousand Dollars (\$4,000.00), it being then and there the highest bidder therefor, which property is as follows:

All those lots of ground situate in the Third Election District of Anne Arundel County, Maryland, being known and designated as Lots 429, 430 and 431 as shown on the plat of Magothy Beach, recorded among the aforesaid Land Records in Plat Book F.S.R. No. 4, folio 15, formerly but now recorded in Plat Cabinet 1, Rod A-4, Plat 15. Being the same lots of ground which were conveyed to the said James Donaldson Lowry and Edna May Lowry, his wife, by the Magothy Homestead Corporation, by deed dated the 2nd day of April, 1948, and recorded among the Land Records in Liber J.H.H. No. 463 folio 338.

Said lots are improved by a frame dwelling.

And the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to 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 6th day of June, 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 seal Notarial.

(NOTARIAL SEAL)

Ruby W. Chaney,

NOTARY PUBLIC.

Filed 7<sup>th</sup> June, 1950

ORDER NISI

ORDERED, this 7th day of June, 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 10th 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 10th day of July next.

The Report states the amount of sales to be Four Thousand Dollars (\$4,000.00).

John H. Hopkins, 3rd, Clerk.

Filed 7th June, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 10, 1950.

We hereby certify that the annexed Order Nisi-Eq., #9944 Sale-JAMES DONALDSON LOWRY 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 10th day of July, 1950. The first insertion being made the 8th day of June, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 1667.

By R. L. Brown.

Filed July 12, 1950.

FINAL ORDER

ORDERED by the Court this 12th day of July, 1950, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

BENJAMIN MICHAELSON,

A. J.

Filed July 12, 1950

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. July 14, 1950.

All of which is respectfully submitted,

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James Donaldson Lowry and Edna May Lowry, his wife, ----- in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	<u>150.00</u>	200.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor-stating this account	<u>9.00</u>	37.75

## To Attorney for Expenses, viz:

Capital-Gazette Press-advertising sale	19.50	
Capital-Gazette Press-handbills & tax	9.69	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital-Gazette Press- order nisi (acct)	5.00	
National Surety Corp. - bond premium	24.00	
George W. Scible- auctioneer's sale	20.00	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.20	
Ruby W. Chaney - notary fees	<u>1.00</u>	88.59

## To Attorney for Taxes, viz:

1949 State & County taxes	47.99	
1950 State & County taxes (\$42.73-adj.)	<u>18.40</u>	66.39

## To County Trust Company of Maryland, mortgage-

this balance on account mortgage claim	<u>3,607.27</u>	<u>3,607.27</u>
		<u>4,000.00</u>
Amount of mortgage claim filed	5,626.96	
Cr. Amount allowed as above	<u>3,607.27</u>	
Balance subject to decree in personam	<u>2,019.69</u>	

with George E. Rullman, Attorney named in Mortgage

Cr.

1950

June 6, Proceeds of Sale

	<u>4,000.00</u>	<u>4,000.00</u>
		<u>4,000.00</u>

Filed 19 July, 1950

## ORDER NISI

ORDERED, This 19 day of July, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22 day of 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 15 day of August next.

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

John H. Hopkins, 3rd, Clerk.

Filed 19 July, 1950

## CERTIFICATE OF PUBLICATION

Annapolis Md., August 22, 1950.

We hereby certify, that the annexed Order Nisi Eq. 9944 James Donaldson Lowry 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 15th day of August, 1950. The first insertion being made the 20th day of July, 1950.

The Capital-Gazette Press, Inc.,

by H. White

Filed 22 August 1950

## FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 23rd day of August, 1950, that the foregoing 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 23 August, 1950

MORTGAGED REAL ESTATE OF : EQUITY NO. 9944  
JAMES DONALDSON LOWRY AND : IN THE CIRCUIT COURT FOR  
EDNA MAY LOWRY, HIS WIFE. : ANNE ARUNDEL COUNTY.  
. . . . .

PETITION TO OBTAIN POSSESSION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the County Trust Company of Maryland respectfully represents:-

First: That on the 6th day of June, 1950, your Petitioner became the purchaser of the mortgaged premises mentioned in the proceedings in the above entitled cause ( said premises being known as Lots Numbers 429,430,and 431; as shown on the plat of Magothy Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-4, Plat 15), which were sold under the power of sale contained in a mortgage from James D. Lowry and Edna May Lowry, his wife, to the County Trust Company of Maryland, dated April 2, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 463,folio 340,by George E. Rullman, Attorney named in said mortgage.

Second: That said sale was duly reported to and finally ratified and confirmed by this Honorable Court, and the full purchase money has been paid to the said Attorney, and a deed for said property has been delivered to the purchaser and duly recorded.

Third: That James Donaldson Lowry and Edna May Lowry, his wife, the Mortgagors in the above entitled cause, continue to remain on and in said property, and they are still in possession thereof, and refuse to give up the same although possession has been demanded of them by your Petitioner.

NOW, THEREFORE, YOUR PETITIONER PRAYS that an Order be passed by this Honorable Court requiring the said Mortgagors, James Donaldson Lowry and Edna May Lowry, his wife, to give and deliver up to your Petitioner full possession of the mortgaged premises mentioned in the proceedings in said cause and sold to your Petitioner under power of sale.

AND, AS IN DUTY BOUND, etc.

GEORGE E. RULLMAN  
Attorney for Petitioner

(Corporate Seal)

COUNTY TRUST COMPANY OF MARYLAND

BY Dennis J. Thompson,  
Assistant Cashier.

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

I hereby certify that on this 29th day of August, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Dennis J. Thompson, Assistant Cashier for the County Trust Company of Maryland, and made oath in due form of law that the matters and facts in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Ruby W. Chaney, Notary Public.

Filed 30 August, 1950

ORDER OF COURT

ORDERED, this 30th day of August, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, upon the foregoing Petition and Affidavit, that the above named Mortgagors James Donaldson Lowry and Edna May Lowry, his wife, deliver up to the said County Trust Company of Maryland,

the mortgaged premises mentioned and described in the proceedings in this case, and sold by George E. Rullman, the Attorney named in the mortgage, to the said County Trust Company of Maryland under the power of sale contained in the aforementioned mortgage, unless cause to the contrary be shown by the said James Donaldson Lowry and Edna May Lowry, his wife, on or before the 25th day of September, 1950, provided a copy of this Order is served on the Mortgagors on or before the the 15th day of September, 1950.

Benjamin Michaelson,  
Judge.

Filed 30 August, 1950.

JOHN B. ROWE, Assignee, : No. 9890 IN EQUITY  
vs : IN THE CIRCUIT COURT  
FRANCIS W. BURKHARDT and : FOR  
DOROTHY O. BURKHARDT, his wife. : ANNE ARUNDEL COUNTY.  
. . . . .

ORDER TO DOCKET SUIT

MR. CLERK:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage from the Defendants to the Annapolis Banking & Trust Company dated June 27, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 360 folio 382, which mortgage has been assigned to the Plaintiff.

John B. Rowe,  
Attorney for Plaintiff.

Filed February 7th, 1950.

M O R T G A G E

THIS MORTGAGE, Made this 27th day of June in the year nineteen hundred and forty-six by and between FRANCIS W. BURKHARDT and DOROTHY O. BURKHARDT, his wife, of Anne Arundel County in the State of Maryland, of the first part, Mortgagors and THE ANNAPOLIS BANKING & TRUST COMPANY of the second part, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to the Mortgagors the sum of Fifty-eight hundred fifty (5850) Dollars, being the balance of the purchase money for the property herein described, which said sum the said Mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4% per annum, in the manner following: By the payment of Thirty-seven (37) 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.

The said installment payments may be applied by the Mortgagee in the following manner.

- FIRST: To the payment of interest;
- SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises.
- THIRD: Towards the payment of the aforesaid principal sum;
- FOURTH: This loan may be prepaid, in whole or in part.

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

## J.H.H. No. 69 Equity

NOW, THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Marley, Anne Arundel County State of Maryland, and described as follows:

BEING KNOWN And designated as Lot No. 2 of Section A as shown on a plat entitled "Plat of Sumac Fields" dated November 21, 1941 and recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4, Plat 5.

BEING the same lot of ground described in a deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Foxwell and Foxwell, Inc., to the within named Mortgagors.

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

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

PROVIDED that if the said Mortgagors, their heirs, personal representatives or assigns shall well and truly pay or cause to be paid the aforesaid sums of Fifty-eight hundred fifty (5850) 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, but not thereafter, the Mortgagors shall possess the aforesaid property upon paying in the meantime all ground rent, taxes and assessments, public debts and charges of every kind, levied or assessed on said hereby mortgaged property, which ground rent, 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.

AND the said parties of first part do hereby declare assent to the passing of a decree by the Circuit Court of Baltimore City, or the Circuit Court Number Two of Baltimore City, for a sale of the property hereby mortgaged, in accordance with Chapter 123, Sections 720 to 732, inclusive, of the Laws of Maryland passed at the January session in the year 1898, or any supplement or addition thereto.

AND in case of any default being made in the payment of said money, or the interest thereon to accrue in any part or either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable and it shall be lawful for the said Mortgagee, its successors, personal representatives or assigns, or James K. Cullen his, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, (under Article 66, Sections 6 to 10 of the Maryland Code, Public General Laws, or any other General or Local Laws relating to Mortgages) 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 a newspaper printed in Anne Arundel County and such other notice as by the said Mortgagee, its successors or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty (50) Dollars and a commission

to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns under this Mortgage, whether the same shall have matured or not, and the surplus (if there be any) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant 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 a Court having equity jurisdiction in the State of Maryland, 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 K. Cullen their said Attorney shall not be required to receive the principal and interest only of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with, unless prior to the day appointed therefor legal tender be made of said principal, costs expenses and commission.

AND the said Mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-eight hundred fifty (5850) Dollars, and to cause the policy to be effected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, 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.

AND the said parties of the first part further covenant to warrant specially said property and to execute such further assurances thereof as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Test:

Nancy B. Edwards

Francis W. Burkhardt (SEAL)

Dorothy O. Burkhardt (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit;

I HEREBY CERTIFY, that on this 27th day of June in the year nineteen hundred and forty-six, before me, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared FRANCIS W. BURKHARDT and DOROTHY O. BURKHARDT, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Andrew A. Kramer, President of the within named Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Nancy B. Edward, Notary Public.

J.H.H. No. 69 Equity

SHORT ASSIGNMENT.

THE Annapolis Banking and Trust Company hereby assigns the within mortgage to John B. Rowe, for the purpose of foreclosure, this twenty-seventh day of January, 1950.

TEST: THE ANNAPOLIS BANKING AND TRUST COMPANY

Elaine R. Bailey, Assistant Secretary. (CORPORATE SEAL) By. L.J. O'Connor, Jr., Vice President.

Recorded Feby. 1, 1950, at 11:30 A.M. in Liber J.H.H. No. 360, folio 384.

Filed February 7, 1950

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John B. Rowe, Assignee and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

- (1) said defendants are not in the military service of the United States.
(2) said defendants are not in the military service of any nation allied with the United States.
(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.
(4) said defendants are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

(Corporate Seal) John B. Rowe, Agent.

Subscribed and sworn to before me this 27th day of February, 1950.

(Notarial Seal) Mary Ruth Mullineaux, Notary Public.

Filed February 28", 1950.

STATEMENT OF MORTGAGE

Table with 3 columns: Description, Amount, Total. Rows include principal mortgage debt from Francis W. Burkhardt and wife (\$5850.00), interest from October 1, 1949, to March 3, 1950 (88.98), less amount paid on account of principal (\$615.80), and balance due Mortgagee to March 3, 1950 (\$5323.18).

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of February, 1950 before me, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JOHN B. ROWE, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(NOTARIAL SEAL) Mary Ruth Mullineaux, Notary Public.

Filed February 28", 1950

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, John B. Rowe, Assignee, of 2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of

Maryland in the full and just sum of FIVE THOUSAND FIVE HUNDRED AND 00/100 (\$5,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 27th day of February in the year nineteen hundred and fifty.

WHEREAS, the above bounden John B. Rowe, by virtue of the power contained in a Mortgage from Francis W. Burkhardt and Dorothy O. Burkhardt, his wife to The Annapolis Banking and Trust Company, bearing date the 27th day of June nineteen hundred and forty-six and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 360, Folio 382, and which mortgage has been assigned to the said John B. Rowe, 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 John B. Rowe 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

John B. Rowe, (Seal)

in the presence of

NEW AMSTERDAM CASUALTY COMPANY

Mary Ruth Mullineaux

By G. Lee Burgess,

Attest:

Vice-President.

V. N. Mercier,

Assistant Secretary

(Corporate Seal)

Filed and Approved this 28th day of Febry. 1950.

John H. Hopkins, 3rd, Clerk.

#### REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said John B. Rowe, Assignee, did, pursuant to said notice, on Friday, March 3, 1950, at 3 o'clock p.m., attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto Standard Liquidators, Inc., at and for the sum of Fifty-six hundred (5600) Dollars, the said purchaser at the price mentioned, being the highest bidder therefor.

Respectfully submitted,

John B. Rowe,

Assignee of said Mortgage,

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 4th day of March, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JOHN B. ROWE,

Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal) Mary Ruth Mullineaux, Notary Public.

Filed March 6", 1950.

ORDER NISI

Ordered, this 6th day of March, 1950, That the sale of the property mentioned in these proceedings made and reported by John B. Rowe, Assignee of Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of April next.

The report states that the amount of sales to be \$5600.00. True Copy, TEST John H. Hopkins, 3rd, Clerk. John H. Hopkins, 3rd, Clerk.

Filed March 6, 1950.

CERTIFICATE OF PUBLICATION.

Annapolis, Md., March 31, 1950.

We hereby certify, that the annexed Order Nisi-Eq. #9890 Sale-FRANCIS W. BURKHARDT, 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 April, 1950. The first insertion being made the 8th day of March, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 5313. By R. L. Brown.

Filed April 10" 1950.

FINAL ORDER

ORDERED BY THE COURT, This 10th day of April, 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, A. J.

Filed April 10, 1950

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. April 22, 1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. John B. Rowe, Assignee, vs Francis W. Burkhardt and Dorothy O. Burkhardt, his wife, in ac.

Table with 2 columns: Description and Amount. Rows include: To Assignee for Fee (50.00), To Assignee for Commissions (199.12), To Assignee for Court costs (10.00, 18.75, 11.50), and Auditor- stating this account and extra copy (40.25).

## 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	
Baltimore Sun - advertising sale	7.50	
New Amsterdam Casualty Co., bond premium	22.00	
TO C. W. Hobbs- auctioneer's fee	25.00	
Clerk of Court- recording assignment	.75	
One-half Federal revenue stamps	3.30	
One-half State revenue stamps	3.30	
Mary R. Mullineaux - notary fees	<u>1.50</u>	94.35

## To Assignee for Taxes, viz:

1950 State & County taxes (adj. to 3/3/50)	<u>11.40</u>	11.40
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## To Assignee for Benefit Charges, viz:

1950 water main and sewer benefit charges (adj. to 3/3/50)	<u>5.00</u>	5.00
--	-------------	------

## To Annapolis Banking &amp; Trust Co., mortgagee-

this balance on account mortgage claim	<u>5,237.28</u>	<u>5,237.28</u>
		<u>5,637.40</u>

Amount of mortgage claim filed

5,323.18

Cr. Amount allowed as above

5,237.28

Balance subject to decree in personam

85.90

with John B. Rowe, Assignee,

Cr.

1950

Mar. 3 Proceeds of Sale

5,600.00

Interest on deferred payment

37.40 5,637.405,637.40

Filed 26" April, 1950

## ORDER NISI

ORDERED, This 26th 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 26 April, 1950

## CERTIFICATE OF PUBLICATION.

Annapolis, Md., June 6, 1950.

We hereby certify, that the annexed Order Nisi- Eq. #9890 Auditor's Account -FRANCIS W. BURKHARDT- 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, 1951. The first insertion being made the 3rd day of May 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

No. MG 5184

Filed 10 February, 1951

FINAL ORDER

IN THE CIRCUIT COURT FOR Anne Arundel County;

ORDERED BY THE COURT, this 13th day of February, 1951, that the foregoing 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 13 February, 1951.

KATHERINE B. GRIMES  
4341 Allan Drive  
Baltimore 29, Maryland

vs

WILLIAM WILKERSON and

JENNIE T. WILKERSON, his wife,  
and all persons having or  
claiming to have any interest  
in the property known as Lots  
Nos. 197 and 199, Block 12,  
Plat of Cove of Cork, Second  
Election District of Anne  
Arundel County.

NO. 9935 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....

BILL OF COMPLAINT

TO THE HONORABLE , THE JUDGES OF SAID COURT:

The Plaintiff, complaining, says:

1. On or about the 8th day of February, 1950, the certificate of tax sale attached hereto was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to the County Commissioners of Anne Arundel County, and on the 16th day of February, 1950, said certificate was duly assigned by said Commissioners to Katherine B. Grimes.

2. The property mentioned in said certificate is described as follows:

"All those 2 lots of ground in the Second Election District of Anne Arundel County and designated as Lots Nos. 197 and 199, in Block No. 12 on the northeast side of West Annapolis Avenue, a subdivision of Garden Farms, now called, now called Wellsvievw, as shown on Chinn's Plat of Cove of Cork, recorded among the Plat Records of Anne Arundel County in Liber J.W. No. 1, Section 2, folio 82 (Cabinet No. 2, Rod B-9, Plat 82)."

3. On 10 October, 1938, the late County Treasurer, Joseph H. Pepper, sold the aforesaid property to the County Commissioners of Anne Arundel County. Thereafter the said Commissioners sold and conveyed all of its right, title, and interest in said property to Katherine B. Grimes, by deed dated 26 April, 1943, and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 279, folio 67.

4. Said property has not been redeemed by any party in interest although more than one year from the date of said sale has expired.

5. The Plaintiff prays for process directed to the above named Defendants.

6. The Plaintiff prays for an order of publication directed to all parties in interest in the property.

7. Attached hereto as "Exhibit A" is the aforesaid certificate of sale.

8. To redeem the property, it is necessary for the Defendants to pay the sum of Seventeen Dollars and Fourteen Cents (\$17.14) with interest from 10 October, 1938, all taxes, interest, and

ul

at

penalties accruing subsequent to the day of sale which have been actually paid by the Plaintiff and any reimbursement due the Plaintiff under Sections 90-J and 90-K, Article 81 of the Annotated Code of Maryland.

9. The Plaintiff prays the Court to pass a final decree foreclosing all rights of redemption of the Defendants in and to the property.

AND, as in duty bound, etc.

McWilliams & Evans,  
212 Duke of Gloucester St.  
Annapolis, Maryland,  
Solicitors for Complainant.

Katharine B. Grimes,

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, SS.

I HEREBY CERTIFY, that, on this 8<sup>th</sup> day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared KATHERINE B. GRIMES, the Plaintiff herein, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Viola J. Brown, Notary Public.

Filed April 20<sup>th</sup>, 1950.

EXHIBIT "A"  
CERTIFICATE OF TAX SALE

1228

I, Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10-1938, Jos. H. Pepper, Treas., sold to A. A. County Commissioners at public auction for the sum of Seventeen Dollars and 14 Cents, of which 17.14 Dollars has been paid as a deposit on the property in 2 Dist. described as lots 197 -199 Blk. 12, a subdivision of Garden Farms, now called Wellsvew, and assessed to Wm. Wilkerson.

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 the 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 11-1939, 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 8th day of February, 1950.

Joseph H. Griscom, Sr.,

W. Collector.

State of Maryland, Anne Arundel County, Sct;

I hereby certify, that on this 8th day of Feb. 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial.

(Notarial Seal)

William B. Clatanoff, Notary Public

My Commission expires Mat, 1951.

Filed April 20, 1950.

J.H.H. No. 69 Equity

ASSIGNMENT.

For value received the County Commissioners for Anne Arundel County hereby assign all of their right, title, and interest to the within certificate of tax sale (No. 1228) to Kathetine B.Grimes.

In witness whereof on this 16th day of February, 1950, the County Commissioners for Anne Arundel County cause these presents to be executed by its president and duly attested by its Secretary.

Witness:

Clarence E. Johnson

COUNTY COMMISSIONERS FOR ANNE ARUNDEL COUNTY.

By Weems R. Duvall. President.

Approved: 5-15-50

Albert J. Goodman, Counsel to Board.

Filed April 20", 1950.

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 Second Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the County Commissioners of Anne Arundel County, and thereafter the said Commissioners assigned all of its right, title and interest in said property to Katherine B. Grimes, Plaintiff in these proceedings:

"All those 2 lots of ground in the Second Election District of Anne Arundel County and designated as Lots Nos. 197 and 199 in Block No 12, on the northeast side of West Annapolis Avenue, a subdivision of Garden Farms, now called Wellsvew, as shown on Chinn's Plat of Cove of Cork, recorded among the Plat Records of Anne Arundel County in Liber No. J W. 1, Section 2, folio 82 (Cabinet No. 2, Pod B-9, Plat 82.)"

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 day of sale has expired.

It is thereupon, this 20" day of April, 1950, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given, by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Court by the 30" day of June, 1950, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title free and clear of all encumbrances.

John H. Hopkins, 3rd, \_\_\_\_\_.

Filed April 20, 1950

ORDER TO REISSUE SUMMONS.

Mr. Clerk:

Please reissue summons for the Defendant, Jennie T. Wilkerson, in the above entitled case.

McWilliams & Evans, 212 Duke of Gloucester St., Annapolis, Maryland, Solicitors for Complainant.

Filed May 22", 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1950.

We hereby certify, that the annexed Order of Publication #9935 Equity Katherine B. Grimes was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland. once a week for 4 successive weeks before the 7th day of June, 1950. The first insertion being made the 3rd day of May, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown,

No. MG 5151.

Filed 21 July, 1950.

## DECREE PRO CONFESSO

THE DEFENDANTS, WILLIAM WILKERSON and JENNIE T. WILKERSON, his wife, and all persons having or or claiming to have any interest in the property known as Lots Nos. 197 and 199, Block 12, Plat of Cove of Cork, Second Election District of Anne Arundel County 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 22d day of July, 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 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.

Benjamin Michaelson,  
Judge.

Filed 22 July, 1950.

PLAINTIFF'S AFFIDAVIT.

The Plaintiff after the purchase of the property mentioned in the collector's certificate caused the title to said property to be examined by Morris Albert, Esquire, an attorney at law, specially skilled in the examination of titles to real estate. Said Morris Albert, Esquire, examined the land records and the equity records in the Circuit Court for Anne Arundel County and the records in the office of the Register of Wills for Anne Arundel County. The examination disclosed that the title to said property was vested in William Wilkerson and Jennie T. Wilkerson, his wife, subject to the tax sale proceedings hereinbefore mentioned. Although it was believed at the time of said examination that the said William Wilkerson was deceased, no record of testate or intestate administration was found in the Orphans' Court for Anne Arundel County. The Plaintiff believes that said William Wilkerson died intestate.

The Sheriff has made two (2) returns of "non est" as to the Defendant Jennie T. Wilkerson. Prior to and since the returns made by the Sheriff the Plaintiff has made diligent search and inquiries through adjoining property owners in attempting to learn the whereabouts of Jennie T. Wilkerson, all efforts have proved unsuccessful.

The title examination discloses that the description of the property as it appeared in the certificate and in the Order of Publication and the Bill of Complaint applies to the same piece of property.

Catherine B. Grimes

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss:

SUBSCRIBED and sworn to before me, a Notary Public of the State of Maryland, in and for the County of Anne Arundel, this 9<sup>th</sup> day of September, 1950.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Viola J. Brown,  
Notary Public.

Filed 6 October, 1950.

D E C R E E .

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance

with the provisions with the provisions of Section 89-I to 90-P, of Article 81 of the Annotated Code of Maryland (1947 Supplement).

It is, thereupon, this 19th day of October, 1950, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED:

1. That all rights of redemption of the Defendants or of anyone claiming by, from, or under them, or any of them, in and to the property described in this proceeding as having been sold by the Treasurer of Anne Arundel County on 10 October 1938 to the County Commissioners of Anne Arundel County for the nonpayment of taxes, and, thereafter, said Commission sold and conveyed all of its right, title, and interest in said property to Katherine B. Grimes by deed dated 26 April 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 279, folio 67, and also being the same property for which Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, on 8 February 1950 issued a certificate of tax sale to the County Commissioners of Anne Arundel County, which said certificate was duly assigned by said Commission to Katherine B. Grimes, be, and the same are, hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and descents occurring prior to this Decree, as well as all 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 Plaintiff.

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 Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

Benjamin Michaelson  
Judge.

Filed 19 October, 1950.

Louise Robertson and	:	No. 9938 EQUITY
Siegurd W. Robertson, her	:	
husband, Annapolis, Md.	:	IN
Petitioners	:	THE CIRCUIT COURT
Vs.	:	
Margaret E. Razach and	:	FOR
Edward A. Razach, her husband;	:	ANNE ARUNDEL COUNTY
John A. Tylor and	:	
Beverly Taylor, his wife,	:	
William E. Taylor, single;	:	
Charles H. Taylor, a minor, single,	:	
all of Annapolis, Maryland, and	:	
Edith A. Pugh and	:	
Jessie B. Pugh, her husband, of	:	
Pleasant Gardens, R.F.D. #1,	:	
Climax, North Carolina,	:	
Defendants	:	

BILL OF PARTITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Louise Robertson and Siegurd W. Robinson, her husband, by Roscoe C. Rowe,

their solicitor, respectfully represents:

1. That Caroline A. Taylor died intestate July 16, 1949, seized and possessed of certain real property known as Lots Nos. 25 and 26, with improvements, situate on Woodlawn Avenue, Germantown, Second Election District of Anne Arundel County, Maryland, conveyed to the said Caroline A. Taylor and her husband, John Taylor, as tenants by the entireties, by deed dated May 1, 1935 and recorded among the land records of Anne Arundel County in Libre FAM No. 138, Fol. 416, a certified copy of said deed is filed herewith as Plaintiff's Exhibit "A"; in fee simple title to said property having become vested in the said Caroline A. Taylor upon the death of the said John Taylor who predeceased her.

2. That the said Caroline A. Taylor was survived by the following heirs at law: (a) LOUISE ROBERTSON, a daughter, married to SIEGURD W. ROBERTSON; (b) MARGARET E. RAZACH, a daughter, married to EDWARD A. REZACH; (c) JOHN A. TAYLOR, a son, married to BEVERLY TAYLOR; (d) WILLIAM E. TAYLOR, a son, single; (e) CHARLES H. TAYLOR, a son, a minor, single (f) EDITH A. PUGH, a daughter, married to JESSIE B. PUGH.

3. That Letters of Administration on the Estate of Caroline A. Taylor, aforesaid, have been granted to ROSCOE C. ROWE, by the Orphans' Court of Anne Arundel County, Maryland.

4. That the said property is not susceptible to equitable partition in kind among the several heirs.

5. That it would be to the best interest of the said heirs that this property be sold and the net proceeds of the sale be distributed among the heirs as their interests may appear.

6. That all the heirs at law of the said Caroline A. Taylor are parties to this suit.

TO THE END THEREFORE:

(a) That a Trustee may be appointed by this Court to sell the real property mentioned in these proceedings, and that the said Trustee shall grant and convey said property unto the purchaser by a good and merchantable title, free and clear of any and all claims of the heirs of the said Caroline A. Taylor, or anyone claiming by, through, or under them.

(b) THAT the proceeds of the sale, after the payment of costs and expenses of these proceedings, be distributed to the parties entitled thereto, as their interests may appear.

(c) THAT a Guardian ad Litem may be appointed for the said minor Defendant CHARLES H. TAYLOR.

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

MAY IT PLEASE YOUR HONORS to grant unto your Petitioners a writ of subpoena, directed to the said CHARLES H. TAYLOR, residing in Annapolis, Anne Arundel County, Maryland; MARGARET E. RAZACH and EDWARD A. RAZACH, residing in Annapolis, Md.; JOHN A. TAYLOR and BEVERLY TAYLOR, residing in Annapolis, Md.; WILLIAM E. TAYLOR, single, residing in Annapolis, Md.; EDITH A. PUGH and JESSIE B. PUGH, residing at Pleasant Gardens, R.F.D. #1, Climax, North Carolina, commanding them to be and appear in this Honorable Court, at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND, As in duty bound, etc.  
Roscoe C. Rowe,

Solicitor for Petitioners

LOUISE ROBERTSON

SIGMUND W. ROBERTSON

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 22 day of April, 1950, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared LOUISE ROBERTSON and SIEGURD W. ROBERTSON, her husband, and each made oath in due form of law that

the matters and things set forth in the foregoing Petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Alice L. Wood,  
Notary Public.

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PLAINTIFF'S EXHIBIT "A"

THIS DEED, made this 1st day of May, in the year Nineteen Hundred and Thirty-five, (1935), the and between Gustave A. Vitt, and Jennie L. Vitt, his wife, parties of the first part, of Anne Arundel County, State of Maryland, and John Taylor and Caroline A. Taylor, his wife, parties of the second part, 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, paid them by the parties of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, they, the said Gustave A. Vitt and Jennie L. Vitt, his wife, have bargained and sold and by these presents doth grant and convey unto the said John Taylor and Caroline A. Taylor, his wife, their heirs and assigns in fee simple,

ALL those lots or parcels of land situate at Germantown, Second Election District of Anne Arundel County, designated as Lots Nos. 25 and 26 on the Plat of Brewer's Addition to Germantown, which said Plat is recorded among the Land Records of Anne Arundel County in Liber G.W. No. 48, folio 497, and described as follows: BEGINNING for the same at a point on the west side of Woodlawn Avenue distant in a North direction 260 feet from the intersection of said Avenue and Parole Road and running thence in a North direction and with the said line of said Avenue, the distance of 60 feet to the East corner of lot No. 27 on said Plat; thence leaving said Avenue and running in a West direction and with the South line of said Lot 27, the distance of 185 feet to the outlines of the said Brewer's Lands; thence running in an East direction with the North line of said Lot No. 24, the distance of 195 feet to the said side of Woodlawn Avenue and the point of beginning. Being the identical property conveyed to the parties of the first part hereof by Louis J. Viktor and Lillian L. Viktor, his wife, by deed dated July 7, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 75, folio 122.

TOGETHER with the buildings and improvements thereon and all and every the rights, ways, waters alleys, privileges and appurtenances thereto belonging or in anywise appertaining: SUBJECT, however, to the conditions and restrictions set forth in Deed G.W. 124, folio 282, and Deed G.W. 84, folio 224.

TO HAVE AND TO HOLD the above described lots or parcels of land unto and to the proper use and benefit of the said Gustave A. Vitt and Jennie L. Vitt, his wife, their heirs and assigns, forever, in fee simple, as tenants by the entirety; SUBJECT, HOWEVER, to the covenants and restrictions set forth and referred to above.

AND the said parties of the first part 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 requisite or necessary.

Witness the hands and seals of the said parties of the first part.

Witness: Gustave A. Vitt (SEAL)  
Roscoe C. Rowe. Jennie L. Vitt (SEAL)

STATE OF MARYLAND, Anne Arundel County, to wit;

I hereby certify that on this 1st day of May, in the year 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for the said County, personally appeared Gustave

A. Vitt and Jennie L. Vitt, his wife, and each acknowledged the foregoing instrument of writing to be their act and DEED.

Witness my hand and Notarial Seal.

(No Notary Seal)

Ruby W. Chaney, Notary Public.

Received for Record 1st day of May, 1935, at 2 o'clock P.M. and same day recorded in Liber F.A.M.\_\_\_\_, No. 138, Fol. 416, Land Records of Anne Arundel County, Frank A. Monroe, Clerk.

Certified to be a true copy.

(Notarial Seal)

Alice L. Wood, Notary Public.

Filed April 22, 1950.

ANSWER OF MARGARET E. REZACH AND EDWARD E. REZACH

TO THE HONORABLE, THE JUDGE OF SAID COURT:

NOW COMES Margaret E. Razach, Edward A. Rasach, two of the respondents herein and consent to the relief prayed in the Bill of Complaint and consents to the passage of decree as therein prayed.

Margaret E. Rezach

Edward E Rezach

Filed May 1", 1950

LOUISE ROBERTSON and	:	NO. 9938 EQUITY
SIEGURD W. ROBERTSON, HER HUSBAND	:	IN THE CIRCUIT COURT
VS	:	FOR
WILLIAM E. TAYLOR	:	ANNE ARUNDEL COUNTY.
Respondent, et al.	:	

ANSWER

THE ANSWER OF WILLIAM A. TAYLOR, one of the Respondents herein, consents to the relief prayed in the Bill of Complaint and consents to the passage of decree therein prayed.

William E. Taylor

Filed May 1", 1950

LOUISE ROBERTSON and	:	No. 9938 EQUITY
SIGURD W. ROBERTSON, her husband	:	IN THE CIRCUIT COURT
vs	:	FOR
EDITH A. PUGH and	:	ANNE ARUNDEL COUNTY.
JESSIE B. PUGH, her husband.	:	

ANSWER

THE ANSWER OF EDITH A PUGH and JESSIE B. PUGH, her husband, Respondents herein, consent to the relief prayed in the Bill of Complaint and consent to the passage of decree therein prayed.

Edith A. Pugh

Jessie B. Pugh.

Filed May 1st, 1950

LOUISE ROBERTSON and	:	No. 9938 EQUITY
SIEGURD W. ROBERTSON, her husband,	:	IN THE CIRCUIT COURT FOR
vs	:	ANNE ARUNDEL COUNTY.
WILLIAM E. TAYLOR, et al.	:	

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Louise Robertson and Siegurd W. Robertson, the Plaintiffs in the above styled case respectfully shows:

That Charles H. Taylor, a minor in this case, has been duly summoned, but cannot answer and

defend this suit for himself.

Your Petitioner therefore prays your Honors to appoint a Guardian ad Litem to appear and answer for the said minor Defendant.

Roscoe C. Rowe,  
Solicitor for Petitioners.

ORDER OF COURT

ORDERED, this 1st day of May, 1950, that Louis M. Strauss be hereby appointed Guardian ad Litem to appear and answer for the said Charles H. Taylor, minor Defendant in the above cause.

Benjamin Michaelson,  
Judge.

Filed May 1st, 1950.

ANSWER OF LOUIS M. STRAUSS, GUARDIAN AD LITEM

THE ANSWER OF CHARLES H. TAYLOR, a minor, by Louis M. Strauss, Guardian ad Litem, duly appointed by Order of this Court, to the Bill of Complaint herein filed and against him exhibited respectfully shows:

That the Defendant being a minor cannot admit any of the matters and things in the said Bill of Complaint alleged and submits his rights thereunder to the protection of the Court.

Louis M. Strauss  
Guardian ad Litem for Charles H. Taylor, Minor.

Filed May 3", 1950

LOUISE ROBERTSON and SIEGURD W. ROBERTSON, her husband	:	NO. 9938 EQUITY
vs	:	IN THE CIRCUIT COURT
JOHN A. TAYLOR and BEVERLY TAYLOR, his wife.	:"	FOR
	:	ANNE ARUNDEL COUNTY.

ANSWER

THE ANSWER OF JOHN A. TAYLOR and BEVERLY TAYLOR, his wife, Respondents herein, consent to the relief prayed in the Bill of Complaint and consent to the passage of decree therein prayed.

John A. Taylor  
Beverly Taylor

Filed May 26", 1950

Louise Robertson and Siegurd W. Robertson, her husband, Annapolis, Md. Petitioners,	:	IN THE CIRCUIT COURT
vs	:	FOR
Margaret E. Razach, et al.	:	ANNE ARUNDEL COUNTY
	:	NO. 9938 EQUITY

PETITION TO TAKE TESTIMONY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Answers having been filed by all Defendants in this case, the Petitioners respectfully request that they be authorized to take testimony before one of the standing examiners of this Court.

Roscoe C. Rowe

ORDER

Upon an examination of the Petition and Answers thereto, it is this 15th day of June, 1950, ordered that testimony be taken in the above case before one of the standing examiners of this Court.

Benjamin Michaelson,  
Judge.

Filed June 15, 1950

TESTIMONY ON BEHALF OF PLAINTIFFS

June 19, 1950.

Present:

Roscoe C. Rowe, Esq.,  
Solicitor for Plaintiffs,

Louis M. Strauss, Esq.,  
Guardian ad Litem

John S. Strahorn, Esq.,  
Examiner

Laura R. Jickling,  
Special Stenographer.

WITNESSES:

Sarah Louise Robertson

Pages 1 to 3

Margaret Emma Rezach

Pages 4 and 5

Paul Eugene Clark

Pages 6 to 8

Mr. Clerk:

Please file.

Jno. S. Strahorn, EXAMINER.

Sarah Louise Robertson, a witness of lawful age produced on behalf of the plaintiff, having been duly sworn, testified as follows:

BY MR. ROWE:

Q. 1. What is your name?

A. Sarah Louise Robertson.

Q. 2. What is your address?

A. 194 West Street, Annapolis, Maryland.

Q. 3. What was your mother's name?

A. Caroline Augusta Taylor.

Q. 4. Is she living?

A. No.

Q. 5. When did she die?

A. July 16, 1949.

Q. 6. Is your father living?

A. No.

Q. 7. When did he die?

A. April 6, 1944.

Q. 8. Did your father and mother own any real estate?

A. Yes.

Q. 9. Where is it located?

A. There are two places, 109 Spa View Avenue and 21 Woodlawn Avenue, Annapolis.

Q. 10. How many children did your parents have?

A. Six,- three boys and three girls.

Q. 11. Are they all living?

A. Yes.

Q. 12. Will you give the names of the children.

A. Sarah Louise Robertson, Margaret Emma Rezach, John August Taylor, Edith Augusta Pugh, William Earl Taylor and Charles Albert Taylor.

13. Are all those children over twenty-one years of age?

A. All except Charles, who will be twenty on July 27.

Q. 14 Are these six children all the children and heirs of your deceased parents?

A Yes.

Q. 15 Now let us take the property you have described as #21 Woodlawn Avenue. Would you please describe the property, the size of the lot and the improvements thereon.

A. The lot is sixty by a hundred and eighty-five feet, and is improved by a two story, frame, two-apartment house.

Q. 16 I show you a copy of a deed from Gustave A. Vitt and wife to John Taylor and Caroline A. Taylor, dated May 1, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 138 folio 416. Is that the deed to the property on Woodlawn Avenue which you have described?

A. Yes, it is.

Offered in evidence and filed with testimony, marked "Plaintiffs' Examiner's Exhibit No. 1."

Q. 17 Have you, children of Caroline A. Taylor, come to any conclusion as to the disposition of this property on Woodlawn Avenue?

A. Yes.

Q. 18 What do you want to do with it?

A. We want to sell the house on Woodlawn Avenue and divide the proceeds.

Q. 19 Is there any way of dividing this property equally among yourselves now, without material loss or injury?

A. Certainly not, you couldn't divide up the house. We have to sell the property and divide the money.

Q. 20 You and your husband are named as plaintiffs in this case and the other heirs were made defendants, were they not?

A. Yes.

Q. 21 What, in your opinion, is the market value of this property?

A. I think it is worth at least \$7,500.00

Q. 22 Do you desire that the property be sold and the proceeds divided among those entitled to the same?

A. Yes, I do.

Q. 23. After the death of your mother was an administrator appointed for her estate?

A. Yes.

Q. 24. Who was named?

A. You, Mr. Rowe.

Q. 25. Do you know whether or not this estate has been settled?

A. No, it has not.

Q. 26. Is this the only piece of property of your mother's that you children desire to sell at the present time?

A. Yes.

Q. 27. Have any claims been filed against her estate in the Circuit Court?

A. No, not a one.

In answer to the General Question, Witness answered:

"No. that's all."

SARAH LOUISE ROBERTSON.

Margaret Emma Rezach, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. ROWE:

Q. 1 What is your name?

A. Margaret Emma Rezach.

Q. 2. Where do you live?

A. 109 Spa View Avenue, Annapolis.

Q. 3. What was your mother's name?

A. Caroline Augusta Taylor.

Q. 4. Is she living?

A. No, she isn't.

Q. 5. When did she die?

A. July 16, 1949.

Q. 6. Is your father living?

A. No.

Q. 7. When did he die?

A. April 6, 1944.

Q. 8. Did your father and mother own any property as tenants by the entireties, in Anne Arundel County, Maryland?

A. Yes.

Q. 9. Whereabouts?

A. 109 Spa View Avenue and 21 Woodlawn Avenue, Annapolis.

Q. 10. Did you hear your sister, Mrs. Robertson, testify just before you as to the number of brothers and sisters you have?

A. Yes, I did.

Q. 11. Was her testimony correct?

A. Yes, that was correct.

Q. 12. Did you hear her testify as to the location of the property on Woodlawn Avenue and its value?

A. Yes, I did.

Q. 13. Did you hear her testify that the property on Woodlawn Avenue is not susceptible of partition among the parties entitled to it without loss and injury?

A. Yes, I did.

Q. 14. Was her testimony on these points correct as far as you know?

A. Yes, it was.

Q. 15 Have you children agreed on selling the Woodlawn Avenue Property?

A. Yes, we have.

Q. 16 And of dividing up the proceeds among you?

A. Yes.

Q. 17 What do you think is the fair market value of this property, 21 Woodlawn Avenue, at present time?

A. I think \$7,500.00.

Q. 18 Is it your desire that this property be sold and the proceeds divided among you?

A. Yes, it is.

Q. 19 Do you know whether or not your mother owed any debts?

A. None has been filed against her estate.

Q. 20 Do you know whether or not an administrator was appointed, whether administration was

## J.H.H. No. 69 Equity

taken out on her estate?

A. Yes.

Q. 21 Who is the administrator?

A. Mr. Rowe.

In answer to the General Question, Witness answered:

"No, there isn't."

Margaret Emma Rezach.

Paul Eugene Clark, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. ROWE.

Q. 1 State your name.

A. Paul Eugene Clark.

Q. 2 Where are you employed?

A. The J.F. Johnson Lumber Company, in Annapolis.

Q. 3 Are you employed in any other business?

A. The Capital City Building Association.

Q. 4 In what capacity are you employed by the latter place?

A. Secretary-Treasurer.

Q. 5 Among other duties at the Building & Loan Association, what do you do?

A. Appraise property, on the Executive Committee we term it.

Q. 6 Have you appraised many pieces of property in Annapolis and Anne Arundel County?

A. Yes, I have.

Q. 7 Are your appraisals accepted by the Building & Loan Association for loans?

A. Yes.

Q. 8 Have you had occasion to appraise the property designated as 21 Woodlawn Avenue, Annapolis, which belonged to the late Caroline A. Taylor?

A. Yes, I have.

Q. 9 When did you appraise this property?

A. On June 19, 1950.

Q. 10 Will you please describe the property and the lot on which the house is located.

A. The lot is sixty by a hundred and eighty-five feet, and it is improved by a shingled house, two stories, - three stories if you include the attic. There are two apartments in the building - I didn't go in the top part - and there are four rooms in each apartment.

Q. 11 What is the condition of the property?

A. It has wall board for the ceiling and sidewalls. Part of the side walls have V-jointed partitions at substantially about four feet from the floor, the rest is beaver board, very cheap board.

Q. 12 Does it have a heating plant in it?

A. The heating plant is hot air with floor registers.

Q. 13 What kind of a furnace?

A. It has an oil burner. I didn't notice particularly the name of the burner.

Q. 14 Is it supplied with water and sewerage?

A. Yes.

Q. 15 What is the condition of the building?

A. The condition of the building is very poor. It needs repairs. To put it in first class

shape would cost at least \$3,000.00.

Q. 16 From your experience in appraising property in Annapolis and Anne Arundel County, what would you say the the value of this property is on the present market?

A. On the present market, \$8,500.00 as it is now, in its present condition.

Q. 17 What kind of a neighborhood is it in.

A. The neighborhood is very good, nice houses, paved streets, etc.

Q. 18 Could that property be divided among six children without material loss and injury to the parties interested?

A. You couldn't divide the house or the lot.

Q. 19 Then the only way to dispose of the property and make distribution among the children would be to sell it and divide the proceeds?

A. That's right.

In answer to the General Question, Witness answered:

"In appraising the property, I would say the house itself is worth \$7,000.00, and the lot is worth \$1,500.00. That's how I arrived at the figure of \$8,500.00."

Paul Eugene Clark

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

Witness my hand and seal this 23rd day of June, 1950.

Jno. S. Strahorn. (SEAL)

Examiner.

JSS - \$8.00  
LRJ- 8.00

Filed June 23", 1950

ORDER TO ISSUE SUMMONS.

Roscoe C. Rowe,  
Attorney at Law  
Annapolis, Md.

Memorandum for Circuit Clerk.

Please issue, Charles H. Taylor, minor, single, who is a Midshipman, U.S. Naval Academy, but maintains residence with sister, Margaret E. Razach, 109 Spa View Avenue, Annapolis, Md., by leaving a copy with Margaret E. Razach.

Roscoe E. Rowe,  
Solicitor for Petitioner.

Filed 24 July, 1950

EQUITY SUBPOENA

No. 9938 Equity

THE STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

To Charles H. Taylor, Midshipman,  
c.o Margaret E. Razach,  
109 Spa View Avenue, Annapolis, Md.

GREETING:

We command and enjoin you that you do within the time limited by law, beginning on the first Monday of August next and ending fifteen days thereafter cause your answer or other defense to be filed to the complaint of Louise Robertson and Siegurd W. Robertson, her husband, Annapolis, Md. against you exhibited in the Circuit Court for Anne Arundel County. Hereof fail not, as you will answer the contrary at your peril.

Witness, the Honorable James E. Boylan, Jr., Chief Judge of the Fifth Judicial Circuit of Maryland, the 3 day of July, 1950, Issued the 24 day of July, 1950.

TO THE DEFENDANT (s):

You are required to file your answer or other defense in the Clerk's Office within fifteen days after the return day named in the above subpoena. Personal attendance in Court on the day named is not necessary, but unless you answer or make other defense within the time named, Complainant(s) may obtain a decree PRO CONFESSO against you which upon proper proof may be converted to a final decree for the relief demanded.

Solicitor for Complainant(s)

Name Roscoe C. Rowe

Address Annapolis, Md.

(SEAL)

John H. Hopkins, Clerk.

Summoned the within named defendant, Charles H. Taylor, this 29th day of July 1950 and copy of Bill for Partition, affidavit and subpoena left in his hands.

Charles M. Russell

Sheriff's Costs \$1.45

Sheriff Anne Arundel County Per P.S.

Filed 31 July, 1950.

PETITION TO TAKE TESTIMONY.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Answers having been filed by all Defendants in this case, including that of the Guardian ad Litem for Charles H. Taylor, minor, prior to the said minor Charles H. Taylor's having been summoned on the 29th day of July, 1950, and testimony also having been taken prior thereto, the Petitioners respectfully request that all proceedings taken heretofore be ratified nunc pro tunc.

Roscoe C. Rowe,

O R D E R .

Upon examination of the above Petition and all proceedings in this case, it is this 5th day of August, 1950, ordered and decreed that the proceedings heretofore taken be approved and filed nunc pro tunc.

Benjamin Michaelson, Judge.

Filed August 5, 1950.

DECREE FOR SALE FOR PURPOSE OF PARTITION

THIS cause standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon, this 5th day of August, nineteen hundred and fifty, by the Circuit Court of Anne Arundel County, adjudged ordered and decreed that the property mentioned in the proceedings be sold.

AND it is further adjudged, ordered and decreed that Roscoe C. Rowe, 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 \$9000.00 dollars (\$9000.00), 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 the said sale, having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Annapolis, Maryland as he shall think proper, of the time, place, manner and terms of sale, which terms shall be One Thousand (\$1,000.00) Dollars on date of sale and the remainder upon ratification of sale, and, as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining

the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law convey to the 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, 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 5<sup>th</sup> Aug. 1951

B O N D .

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Roscoe C. Rowe, 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 Nine Thousand and No/100 (\$9,000.00) 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 9th day of August in the year nineteen hundred and fifty.

WHEREAS, the above bounden Roscoe C. Rowe by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland, has been appointed trustee to sell real estate mentioned in the proceedings in the case of Louise Robertson and Siegard W. Robertson, her husband vs Margaret E. Razach, et al, Equity #9938 now pending in said Court.

NOW the Condition of this Obligation is such, that if the above bounden Roscoe C. Rowe 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

Frances F. Bready

M. J. Moore.

(Corporate Seal)

Roscoe C. Rowe, (SEAL)

GLENS FALLS INDEMNITY COMPANY

By L. E. King, (SEAL)

Attorney

Filed and Approved this 10 day of August, 1950.

John H. Hopkins, 3rd, Clerk.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Roscoe C. Rowe, Trustee, appointed by the decree in this cause, to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, as required by said decree, and giving notice of the terms, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, the 29th day of August, 1950, at 11 o'clock, A.M., the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at

public sale, that is to say: All those lots or parcels of land situate at Germantown, Second Election District of Anne Arundel County, designated as Lots Nos. 25 and 26 on the Plat of Brewer's Addition to Germantown, which said Plat is recorded among the Land Records of Anne Arundel County in Liber G. W. 48, folio 497, and described as follows: BEGINNING for the same at a point on the West side of Woodlawn Avenue distant in a North direction 260 feet from the intersection of said Avenue and Parole Road and running thence in a North direction and with the said line of said Avenue, the distance of 60 feet to the East corner of Lot No. 27 on said Plat; thence leaving said Avenue and running in a West direction and with the South line of said Lot 27, the distance of 185 feet to the outlines of the said Brewer's Lands; thence running in an East direction with the North line of said Lot No. 24, the distance of 195 feet to the said side of Woodlawn Avenue and the Point of beginning. . . Being the same lot of ground which, by deed dated May 1, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 138, folio 416, was granted and conveyed by Gustav A. Vitt and Jennie L. Vitt, his wife, unto John Taylor and Caroline A. Taylor, his wife, both deceased.

This property is conveniently located and is improved by a two-family dwelling in the residential part of Annapolis, with all modern conveniences.

The said trustee sold the same to Joseph Greenfield for the sum of \$8,600.00 (Eight Thousand Six Hundred Dollars), he being at that price the highest bidder therefor.

That the said purchaser agrees to comply with the terms of sale, agreement of purchaser and certificate of the auctioneer, marked Exhibit No. 1 with Report of Sale, is filed herewith.

All of which is respectfully submitted.

Roscoe C. Rowe,

Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 30th day of August, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Roscoe C. Rowe, Trustee, and made oath in due form of law that the matters and things set forth in the foregoing report of sale are true as therein set forth and that said sale was fairly made.

Witness my hand and Seal Notarial.

(Notarial Seal)

Alice L. Wood, Notary Public.

Filed August 30", 1950

TRUSTEES' SALE OF RESIDENTIAL PROPERTY AT

21 N. WOODLAWN AVENUE, KNOWN AS LOTS 25 & 26, ANNAPOLIS, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, dated the fifth day of August, 1950, and passed in a cause therein pending wherein Louise Robertson and Siegard W. Robertson, her husband are plaintiffs, and Mary E. Razach et al., respondents, being No. 9938 Equity, the undersigned trustee will sell the real estate in said proceedings mentioned at public auction at the Court House door, in Annapolis, Maryland, on TUESDAY, AUGUST 29TH, 1950 at 11 o'clock, A. M.

ALL those lots or parcels of land situate at Germantown, Second Election District of Anne Arundel County, designated as Lots Nos. 25 and 26 on the Plat of Brewer's Addition to Germantown, which said Plat is recorded among the Land Records of Anne Arundel County in Liber G. W. 48, folio 497, and described as follows: BEGINNING for the same at a point on the west side of Woodlawn Avenue distant in a North direction 260 feet from the intersection of said Avenue and Parole Road and running thence in a North direction and with the said line of said Avenue, the distance of 60 feet to the East corner of Lot No. 27 on said Plat; thence leaving said Avenue and running in a West direction and with the South line of said Lot 27, the distance of 185 feet to the

outlines of the said Brewer's Land; thence running in an East direction with the North line of said Lot No. 24, the distance of 195 feet to the said side of Woodlawn Avenue and the point of beginning. Being the same lot of ground which, by deed dated May 1, 1935 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 138, folio, 416, was granted and conveyed by Gustave A. Vitt and Jennie L. Vitt, his wife, unto John Taylor and Caroline A. Taylor, his wife, both deceased.

This property is conveniently located and is improved by a two-family dwelling in the residential part of Annapolis, with all modern conveniences.

TERMS OF SALE: A deposit of \$1,000.00 will be required at the time of sale, balance on ratification of the sale by the Court, with interest from the day of sale... Taxes to be adjusted to the day of sale.

For further particulars, apply to undersigned.

ROSCOE C. ROWE,  
Towns-Worth Bldg.,  
Annapolis, Md.

Filed Aug. 30", 1950.

AGREEMENT OF PURCHASER AND CERTIFICATE OF AUCTIONEER.

This is to certify that I have purchased at Public Auction from Roscoe C. Rowe, Trustee, the property described in the advertisement attached hereto for the sum of Eight Thousand Six Hundred Dollars, in accordance with the terms of sale as set forth therein.

As witness my hand and seal this 29th day of August, 1950.

Joseph G. Greenfield

I hereby certify that I have this 29th day of August 1950 sold at Public Auction for Roscoe C. Rowe, trustee, the property described in the advertisement attached hereto to Joseph G. Greenfield, at the sum of Eight Thousand Six Hundred Dollars, he being at that price the highest bidder therefor and I hereby certify that the said sale was fairly made.

As witness my hand and seal this 29th day of August 1950.

Robert H. Campbell,  
Auctioneer.

Filed 10 October, 1950

ORDER NISI

ORDERED, this 30" day of August, 1950, That the sale of the real estate mentioned in these proceedings made and reported by Roscoe C. Rowe, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30" 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 30" day of September next.

The report states that the amount of sales to be \$8,600.

John H. Hopkins, 3rd Clerk.

Filed 10 October, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 6, 1950

We hereby certify that the annexed Notice of Trustee's Sale LOUISE ROBERTSON 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 1st day of September, 1950. The first insertion being made the 8th day of August, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

Filed 10 October, 1950.

## CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 20, 1950.

We hereby certify, that the annexed Order Nisi- Eq. #9938 LOUISE ROBERTSON 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 30th day of September, 1950. The first insertion being made the 31st day of August, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 4018.

By R. L. Brown.

Filed 10 October, 1950.

## FINAL ORDER

ORDERED BY THE COURT, This 11th 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 Auditor.

BENJAMIN MICHAELSON, Judge.

Filed 11 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. December 4, 1950.

All of which is respectfully submitted.

Laura R. Jickling,  
Auditor.

Dr. Louise Robertson and Siegurd W. Robertson, her husband, vs. Margaret E. Rezach, et al, in ac.

To Trustee for Commissions, viz:	291.50	291.50
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearace fee	10.00	
Clerk of Court - Court costs	37.50	
Chas. M. Russell - Sheriff's costs	1.45	
John S. Strahorn - Examiner's fee	8.00	
Laura R. Jickling - stenographer's fee	8.00	
Louis M. Strauss - Guardian ad Litem	4.00	
Auditor - stating this account and copy	<u>31.50</u>	100.45
To Trustee for Expenses, viz:		
Capital-Gazette Press-advertising sale	10.93	
Capital-Gazette Press-handbills and tax	9.69	
Capital-Gazette Press-order nisi (sale)	6.00	
Capital-Gazette Press-order nisi (acct)	6.00	
Glens Falls Indemnity Co., -bond premium	36.00	
Robert H. Campbell-auctioneer's fee	25.00	
One-half Federal revenue stamps	4.95	
One-half State revenue stamps	4.95	
George E. Rullman- preparation of confirmatory deed	10.00	
Clerk of Court-recording confirmatory deed	3.50	
Alice L. Wood- notary fees	<u>1.00</u>	138.02

## J.H.H. No. 69 Equity

To Trustee for Benefit Charges, viz:

Annapolis Water Co.-water rent to 10/1/50	<u>12.97</u>	12.97
Refund of rent for month of September, 1950	<u>110.00</u>	110.00

BALANCE FOR DISTRIBUTION, VIZ: \$8,098.94

Distributed to heirs of Caroline Augusta Taylor, viz:

To Sarah Louise Robertson, daughter- one-sixth	\$ 1,349.82		
LESS direct inheritance tax	<u>13.50</u>	1,336.32	
To Margaret Emma Rezach, daughter-one sixth	\$1,349.82		
LESS: direct inheritance tax	<u>14.50</u>	1,336.32	
To John August Taylor, son- one-sixth	\$1,349.82		
LESS direct inheritance tax	<u>13.50</u>	1,336.32	
To Edith Augusta Pugh, daughter- One-sixth	\$1,349.82		
LESS Direct inheritance tax	<u>13.50</u>	1,336.32	
To Wm. Earl Taylor, son, One-sixth	\$ 1,349.83		
LESS Direct inheritance tax	<u>13.50</u>	1,336.33	
To Charles A. Taylor, son One-sixth	\$ 1,349.83		
Less direct inheritance tax	<u>13.50</u>	1,336.33	
To R. Glenn Prout, Register of Wills - total direct inheritance tax as above		<u>81.00</u>	<u>8,098.94</u>
			<u><u>8,751.88</u></u>

WITH Roscoe C. Rowe, Trustee

Cr.

1950

Aug. 29 Proceeds of Sale	8,600.00		
Interest on deferred payment from 8 29/50 to 11/28/50	<u>116.53</u>	8,716.53	
Refund 1950 State and County taxes (\$86.21-adjusted to 8/29/50)	28.75		
Refund 1950 water and sewer benefit charge (adjusted to 8/29.50)	2.05		
Refund water rent for month of September, 1950	<u>4.55</u>	<u>35.35</u>	
		<u>8,751.88</u>	

Filed 5 December, 1950

## ORDER NISI

ORDERED, this 5 day of December, 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 8 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 8 day of January next.

John H. Hopkins, 3rd, Clerk.

## CERTIFICATE OF PUBLICATION

Annapolis, Md. January 24, 1951.

We hereby certify, that the annexed Order Nisi -Eq. #9938 Auditor's Account- Louise Robertson 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 8th day of January, 1951. The first insertion being made the 6th day of December, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By. R. L. Brown,

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 13th day of March, 1951, that the foregoing 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 13 March, 1951.

WALTER S. CALWELL,	:	EQUITY NO. 9914
Assignee	:	IN THE CIRCUIT COURT
vs.	:	FOR
JOSEPH V. STEWART AND	:	ANNE ARUNDEL COUNTY
MAE STEWART, 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 Joseph V. Stewart and Mae Stewart, his wife, to Washington Irving Trust Company, dated July 22nd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 421 folio 319, with Short Assignments thereon, the last dated December 16th, 1949 from The County Trust Company to the Plaintiff herein.

Walter S. Calwell-Assignee

James J. Lee,  
Solicitor for Plaintiff.

Filed March 31", 1950

MORTGAGE

THIS MORTGAGE, Made this 22nd day of July, A.D., 1947, by and between JOSEPH V. STEWART and MAE STEWART, his wife, of Anne Arundel \_\_, 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 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 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 15/100 Dollars (\$31.15), 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, grantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

BEING known and designated as Lot No. 127 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. 222 Southerly 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., to the above named Mortgagors.

TOGETHER WITH AND INCLUDING AS PART OF THE BUILDING AND IMPROVEMENTS ERECTED ON THE aforesaid lot or parcel of ground, plumbing accessories, laundry 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 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:

## J.H.H. NO. 69 EQUITY.

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

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

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

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

- (1) premium charges under the contract of insurance with the Federal Housing Commissioner;
- (11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (111) interest on the mortgage debt secured hereby; and
- (1V) amortization of the principal of said debt.

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

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

Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents for which 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 percentum <sup>70</sup> 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 the 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 as security for the mortgage debt; and upon any such default, whether or not a receiver has been appointed, the rents and benefits of said property are hereby assigned to the Mortgagee as additional security. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within five months from the date hereof

## J.H.H. No. 69 Equity

(written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the five months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) <sup>and seals</sup> of the Mortgagor(s) on the day and year first above written.

Witness:

J. Hodge Smith

Joseph V. Stewart

(SEAL)

Mae Stewart

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 22nd day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JOSEPH V. STEWART

and MAE STEWART, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

(NOTARIAL SEAL)

J. Hodge Smith,

Notary Public

Recorded July 30th, 1947, at 10:00 A.M. J.H.H. 421, folio 319.

SHORT ASSIGNMENT

FOR VALUE RECEIVED, THE Washington Irving Trust Company hereby assigns the foregoing mortgage and the debt thereby secured without recourse, representatives or warranty to The County Trust Company, Tarrytown, New York, 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.

(Corporate Seal)

WASHINGTON IRVING TRUST COMPANY

Attest:

By Edward P. Hanyen, Vice President

Mary T. Lynch, Asst. Secretary.

This rider is attached to and is a part of a certain mortgage made by Joseph V. Stewart and Mae Stewart, his wife, to Washington Irving Trust Company dated July 22nd, 1947 and recorded July 30th, 1947, in Liber 421 Page 319.

For value received, The County Trust Company, Tarrytown, New York, hereby assigns on this 16th day of December, 1949, the within and foregoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

(Corporate Seal)

THE COUNTY TRUST COMPANY

BY Edward P. Hanyen, Vice President.

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 16th day of December, 1949.

Recorded 18 March, 1950, 9:30 A.M., in Liber J.H.H. No. 421, Folio 322,

Filed 31 March, 1950.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said Joseph V. Stewart and Mae Stewart, his wife, to Washington Irving Trust Company dated the 22nd day of July, 1947, and recorded among the Land Records of Anne Arundel County in in Liber J.H.H. No. 421 Folio 319.

Amount of Mortgage	\$5900.00
Less-amount paid on principal	<u>261.64</u>
	5638.36
Plus - interest from 6/1/1949 to 8/1/1950	263.06
Plus - overdraft in expense account	<u>195.05</u>
	6096.47

STATE OF MARYLAND CITY OF BALTIMORE Sct.

I HEREBY CERTIFY, that on this 1st day of August, in the year nineteen hundred and fifty,

## J.H.H. No. 69 Equity

before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph Callahan, the Agent for The County Trust Company -- cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

(Notarial Seal)

Clara M. Link,  
Notary Public.

Filed August 2", 1950

B O N D.

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell, Assignee, of #7 Saint Paul Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND, FIVE Hundred (\$6,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents. 4

SEALED with our seals and dated this 1st day of August in the year nineteen hundred and fifty.

WHEREAS, the above bounden Walter S. Calwell, Assignee, by virtue of the power contained in a Mortgage from Joseph V. Stewart and Mae Stewart, his wife, to Washington Irving Trust Company, a Body Corporate, bearing date the 22nd day of July, nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 421, Folio 319, which mortgage was assigned to the said Walter S. Calwell, who is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered  
in the presence of

Walter S. Calwell (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By E. F. Dobson

Clara M. Link

Attest:

Vice President

Earl Devault

Assistant Secretary.

Approved by John H. Hopkins, 3rd, Clerk. Aug. 2", 1950.

Filed August 2", 1950

## MILITARY AFFIDAVIT

Docket \_ Folio \_

No. 9914 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of August 1950, before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of law that the Defendants Joseph V. Stewart and Mae Stewart, 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 Defendant.

Walter S. Calwell (Notarial Seal)  
Affiant.

Clara M. Link,  
Notary Public.

Filed 9 August, 1950.

ADVERTISEMENT OF SALE OF PROPERTY .

CALLAHAN AND CALWELL, Solicitors, 7 St. Paul St.,  
Baltimore, 2, Md.

MORTGAGE SALE OF VALUABLE LEASEHOLD PROPERTY, No. 222 Southerly Road  
Brookwood, Fifth Election District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Joseph V. Stewart and Mae Stewart, his wife to Washington Irving Trust Company, dated July 22nd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421 folio 319, (default having occurred thereunder) the undersigned Assignee will sell at Public Auction at the Court House Door in Annapolis, Maryland, on AUGUST 2ND. WEDNESDAY, 1950 at 3:25 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. 127 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. 222 Southerly Road.

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

The improvements consist of a two story brick, 2 family dwelling consisting of 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.,  
Auctioneer.

WALTER S. CALWELL,  
Assignee. Jy-19

Filed 9 August, 1950

TRUSTEE'S 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 22nd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421, folio 319 from said Joseph V. Stewart and Mae Stewart, his wife, to the Washington Irving Trust Company, which Mortgage, together with Short Assignments thereon the last thereof to said Assignee is filed in said cause pending, respectfully shows-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Assignee under and by virtue of the power and authority contained in said Mortgage (after default having occurred) did, pursuant to said notice, on the 2nd day of August, 1950, at 3:25 P.M. (Day-

light 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. 127 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. 222 Southerly Road; being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

SAID PROPERTY IS SUBJECT TO THE PAYMENT OF THE ANNUAL GROUND RENT OF Seventy-eight Dollars.

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

THE said property was sold to The County Trust Company, subject to the annual ground rent of Seventy-eight (\$78.00) Dollars, at and for the price 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 4th day of August, 1950 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Clara M. Link,  
Notary Public.

Filed 9 August, 1950

ORDER NISI

ORDERED, this 9 day of August, 1950, That the sale of the Real Estate 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 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 the amount of sales to be \$5500.00.

John H. Hopkins, 3rd, Clerk

Filed 9 August, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 8, 1950

We hereby certify, that the annexed ORDER NISI Eq. #9914 Joseph V. Stewart 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 16th day of August, 1950.

THE CAPITAL GAZETTE PRESS, INC.,

By R. L. Brown.

Filed 9 September, 1950.

FINAL ORDER

ORDERED BY THE COURT, This 11th day of September, 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 11 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 24, 1950.

All of which is respectfully submitted.

Laura R. Jickling,  
Auditor.

Dr. Walter S. Calwell, Assignee, vs. Joseph V. Stewart and Mae Stewart, his wife, in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	<u>195.00</u>	245.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk'of Court- Court costs	18.75	
Auditor -stating this account	<u>9.00</u>	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press-advertising sale	24.38	
Capital-Gazette Press-order nisi (sale)	6.00	
Capital-Gazette Press -order nisi (acct.)	6.00	
New Amsterdam Casualty Co., bond premium	26.00	
Sam W. Patterson & Co.,-auctioneer's fee	20.00	
One-half Federal revenue stamps	3.03	
One-half State revenue stamps	3.02	
Clara M. Link-notary fee	<u>1.25</u>	89.68
To The County Trust Company, mortgagee-		
this balance on account mortgage claim	<u>5,166.11</u>	<u>5,166.11</u>
		<u>5,538.54</u>
Amount of mortgage claim filed	6,096.47	
Cr. Amount allowed as above	<u>5,166.11</u>	
Balance subject to decree in personam	930.36	
with Walter S. Calwell, Assignee		Cr.
1950		
Aug. 2 Proceeds of Sale	<u>5,500.00</u>	5,500.00
Refund 1950 State and County taxes		
(\$85.82-adjusted to day of sale)	35.56	
Refund 1950 Sanitary Commission		
charge (\$7.15-adjusted to 8/2/50)	<u>2.98</u>	<u>38.54</u>
		<u>5,538.54</u>

Filed 30 October, 1950

ORDER NISI

ORDERED, This 30 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 3 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 3 day of December next.

John H. Hopkins, 3rd, Clerk.

Filed 30 October, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1950.

We hereby certify, that the annexed Order Nisi -Eq.#9914 Auditor's Account-Joseph V. Stewart 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 4th day of December, 1950. The first insertion being made the 1st day of November, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 3725.

By R. L. Brown.

Filed 13 March, 1951.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 13 day of March, 1951, that the foregoing 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 13 March, 1951.

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WALTER S. CALWELL,	:	EQUITY NO. 9915
Assignee	:	IN THE CIRCUIT COURT
VS	:	FOR
RICHARD R. STUBBINS AND	:	ANNE ARUNDEL COUNTY
GLORIA A. STUBBINS, 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 Richard R. Stubbins and Gloria A. Stubbins, his wife to Washington Irving Trust Company, dated July 23rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421 folio 204, with Short Assignments thereon, the last dated October 26th, 1949 from the County Trust Company to the Plaintiff herein.

Walter S. Calwell,

Assignee

James J. Lee,

Solicitor for Plaintiff.

Filed March 31", 1950.

MORTGAGE

THIS MORTGAGE, Made this 23rd day of July, A.D., 1947, by and between RICHARD R. STUBBINS and GLORIA A. STUBBINS, 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, being part of the purchase money for the property hereinafter described.

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 Washington Irving Trust Company, on 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 15/100 Dollars (\$31.15), 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/amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

BEING known and designated as Lot No. 50 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. 5122 (formerly 322) Brookwood Road.

BEING known and designated as Lot No. 50 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. 5122 (formerly 322) Brookwood Road.

BEING THE SAME LOT OF GROUND WHICH BY AN Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Wood Homes, Inc., to the above named Mortgagors.

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

TOGETHER with the buildings and improvements thereof, 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 first days of February and August.

## J.H.H. No. 69 Equity

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

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

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

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

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

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

- (1) premium charges under the contract of insurance with the Federal Housing Commissioner;
- (11) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums.
- (111) interest on the mortgage debt secured hereby; and
- (1V) amortization of the principal of said debt.

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

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions 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 centum (4%) per annum and shall be secured by this mortgage.

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

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

of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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

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

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

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

only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) of the Mortgagor(s) on the day and year first above written.

WITNESS:

Richard R. Stubbins (SEAL)

Meredith R. Wilson

Gloria A. Stubbins (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 23rd day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared RICHARD R. STUBBINS and GLORIA A. STUBBINS, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

At the same time also appeared JOSEPH J. CALLAHAN, the Agent of the within body corporate Mortgagee, and made oath in due form of law that the considerations 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 29-July-1947-at 2-45 P.M. J.H.H. No. 421, f.204.

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, Tarrytown, New York, 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:

(Corporate Seal)

Mary T. Lynch,

Asst. Secretary

WASHINGTON IRVING TRUST COMPANY

By Edward P. Hanyen,

Vice President.

This rider is attached to and is a part of a certain mortgage made by Richard R. Stubbins and Gloria A. Stubbins, his wife, to Washington Irving Trust Company dated July 23rd, 1947 and recorded July 29th, 1947, in Liber 421, Page 204.

For value received, the County Trust Company, Tarrytown, New York, hereby assigns on this day of October 26th, 1949, the within and a foregoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTEST:

THE COUNTY TRUST COMPANY

Mary T. Lynch, Assistant Secretary.

By Edward P. Hanyen, Vice President.

The signature of Edward P. Hanyen, Vice-President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 26th day of October, 1949.

(Corporate Seal)

Filed Feb. 18, 1950 10:25 A.M. Liber JHH 421-F. 207.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from said Richard R. Stubbins and Gloria A. Stubbins, his wife, to Washington Irving Trust Company dated the 23rd day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421, Folio 204.

Amount of Loan	\$5900.00
Paid on account	<u>237.02</u>
	5662.98
Interest from 4/1/1949 to 8/2/1950	303.34
Overdraft in expense account	<u>205.63</u>
	\$6171.95

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY, that on this 1st day of August in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. 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 filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

(Notarial Seal) Clara M. Link- Notary Public

Filed August 2, 1950

B O N D .

KNOW ALL MEN BY THESE PRESENTS: That we Walter S. Calwell, Assignee, of #7 Saint Paul Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND, FIVE HUNDRED (\$6,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1st day of August, in the year nineteen hundred and fifty.

WHEREAS, the above bounden Walter S. Calwell, Assignee, by virtue of the power contained in a Mortgage from Richard R. Stubbins and Gloria A. Stubbins, his wife, to Washington Irving Trust Company, a Body Corporate, bearing date the 23rd day of July, nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 421, Folio 204, which mortgaged was assigned to the said Walter S. Calwell, who is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered in the presence of Walter S. Calwell, Assignee (SEAL)

Clara M. Link (Corporate Seal) NEW AMSTERDAM CASUALTY COMPANY,

Attest: Earl Davault, Assistant Secretary. By E. F. Dobson, Vice President.

Approved by John H. Hopkins, 3rd, Clerk, Aug. 2. 1950

Filed August 2, 1950

## MILITARY AFFIDAVIT

Docket

No. 9915 Equity  
Folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of August, 1950 before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Richard R. Stubbins and Gloria A. Stubbins, 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.

(Notarial Seal)

Clara M. Link,  
Notary Public

Filed 9 August, 1950

CALLAHAN AND CALWELL, Solicitors  
7 St. Paul Street, Baltimore, 2, Md.

## MORTGAGED SALE OF VALUABLE LEASEHOLD PROPERTY.

No. 5122 (formerly 322) Brookwood Road, Brookwood, Fifth Election District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in Mortgage from Richard R. Stubbins and Gloria A. Stubbins, his wife to Washington Irving Trust Company, dated July 23rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421 folio 204 (default having occurred thereunder) the undersigned Assignee, will sell at Public Auction at the Court House Door on AUGUST 2ND, WEDNESDAY, 1950, AT 3:20 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. 50 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. 5122 Brookwood Road.

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

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

Walter S. Calwell,  
Assignee.

Jy.-19.

Filed 9 August, 1950

## REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated July 23rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421 folio 204 from said Richard R. Stubbins and Gloria A. Stubbins, his wife to the Washington Irving Trust Company, which ~~Mortgage~~ Mortgage with Short Assignments thereon the last thereof to said Assignee is filed in said cause pending, respectfully shows:-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Assignee, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 2nd day of August, 1950, 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. 50 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. 5122 (formerly 322) Brookwood Road, being more particularly and at length described in the afore-mentioned Mortgage and advertisement of sale, a copy of which is attached hereto.

Subject to the payment of the annual ground rent of Seventy-eight (\$78.00) Dollars.

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

The said leasehold property was sold to The County Trust Company, subject to the payment of the annual ground rent of Seventy-eight (\$78.00) Dollars, at and for the price 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 4th day of August, 1950, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Clara M. Link,

Notary Public

Filed 9th August, 1950

ORDER NISI

ORDERED, this 9 day of August, 1950, that the sale of the Real Estate 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 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 \$5500.00.

John H. Hopkins, 3rd, Clerk.

Filed 9 August, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 8, 1950.

We hereby certify, that the annexed Order Nisi -Eq. 9915 RICHARD R. STUBBINS- was published in MARYLAND GAZETTE a , 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 16th day of August, 1950.

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

Filed Sept. 9", 1950.

## FINAL ORDER

ORDERED BY THE COURT, This 11th day of September, 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 11 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 20, 1950.

All of which is respectfully submitted.

Laura R. Jickling,

Auditor.

Dr. Walter S. Calwell, Assignee, vs. Richard R. Stubbins and Gloria A. Stubbins, his wife, in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	<u>195.00</u>	245.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	<u>9.00</u>	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press- advertising sale	26.25	
Capital-Gazette Press-order nisi (sale)	6.00	
Capital-Gazette Press-order nisi (acct.)	6.00	
New Amsterdam Casualty Co.- bond premium	26.00	
Sam W. Pattison & Co.-auctioneer's fee	20.00	
Ground rent- two days	.43	
One-half Federal revenue stamps	3.03	
One-half State revenue stamps	3.02	
Clara M. Link-notary fees	<u>1.20</u>	91.93
To The County Trust Company, mortgagee-		
this balance on account mortgage claim	<u>5,165.29</u>	<u>5,165.29</u>
		<u>5,539.97</u>
Amount of mortgage claim filed	6,171.95	
Cr. Amount allowed as above	<u>5,165.29</u>	
Balance subject to decree in personam	1,006.66	
With Walter S. Calwell, Assignee		Cr.
1950		
Aug. 2 Proceeds of Sale	<u>5,500.00</u>	5,500.00
Refund 1950 State and County taxes		
(\$89.37-adjusted to day of sale)	37.00	
Anne Arundel County Sanitary Commis-		
sion charges (\$7.15-adjusted)	<u>2.97</u>	<u>39.97</u>
		<u>5,539.97</u>

Filed 30 October, 1950

ORDER NISI

ORDERED, this 30 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 3 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 3<sup>rd</sup> day of December next.

John H. Hopkins, 3rd Clerk.

Filed 30 October, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1950.

We hereby certify, that the annexed Order Nisi-Eq., #9915 Auditor's Account Richard R. Stubbins, 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 4th day of December, 1950. The first insertion being made the 1st day of November, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

No. MG. 3724

Filed 13 March, 1951

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 13th day of March, 1951, that the foregoing 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 13 March, 1951.

(FOR PREVIOUS RECORDS SEE LIBER J.H.H. No. 69, 1-51 INCLUSIVE.)

IN THE MATTER OF THE TRUST ESTATE	:	NO. 4497 EQUITY
OF	:	IN THE CIRCUIT COURT
FREDERICK L. J. GELHAUS,	:	FOR
DECEASED:	:	ANNE ARUNDEL COUNTY.
: : : : : :	:	

PETITION TO APPOINT SUBSTITUTE TRUSTEES

To the Honorable, the Judges of Said Court:

The petition of Albert E. Housley and Eugene E. Gelhaus respectfully represents:

1. That since March 14, 1947, Frederick L.J. Gelhaus has served as substitute trustee for the estate of his father, Frederick L.J. Gelhaus, deceased.
2. That said substitute trustee has petitioned this Court that he be relieved of his duties.
3. That the beneficiary of the trust estate and the only heirs at law of Frederick L.J. Gelhaus, deceased, have agreed and do request that Albert E. Housley and Eugene E. Gelhaus be appointed substitute trustees for said estate in the place and stead of the aforementioned trustee.

Wherefore, your Petitioners pray this Honorable Court to pass an order appointing Albert E. Housley and Eugene E. Gelhaus substitute trustees for the trust estate of Frederick L.J. Gelhaus.

And, as in duty bound, etc.

Charles Greeb, Jr.,

Solicitor for Petitioners.

Albert E. Housley, Petitioner

Eugene E. Gelhaus, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, That on this 5th day of March, 1951, before me, the subscriber, a Notary Public for the State of Maryland, and for the county aforesaid, personally appeared Albert E. Housley and made oath in due form that the matters and facts set forth are true to the best of his knowledge and belief.

(Notarial Seal)

Lillian L. Carter, Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify, That on this 24 day of February, 1951, before me, the subscriber, a Notary Public for the State of Maryland, and for the city aforesaid, personally appeared Eugene E. Gelhaus, and made oath in due form that the matters and facts set forth are true to the best of his knowledge and belief.

(Notarial Seal)

Susan M. Kondner, Notary Public.

ASSENT TO PETITION FOR APPOINTMENT OF SUBSTITUTE TRUSTEES.

To the Honorable, the Judges of Said Court:

We, the undersigned, being the only heirs at Law of Frederick L.J. Gelhaus, deceased, entitled to share in the Trust Estate now known as "Equity No. 4497" in the Circuit Court of Anne Arundel County, do assent to the petition of Albert E. Housley and Eugene E. Gelhaus for their appointment as trustees of said trust estate and pray that this court so order their appointment.

As witness our hands and seal this 5th day of March, 1951.

TEST:

A. Evelyn Wayson	Antionette Gelhaus (Mother)	(SEAL)
A. Evelyn Wayson	Frederick L.J. Gelhaus (Brother)	(SEAL)
A. Evelyn Wayson	Elmer E. Gelhaus (Brother)	(SEAL)
A. Evelyn Wayson	Louise Housley (Sister)	(SEAL)
Sadie L. Gray	Gloria Jones (Sister)	(SEAL)
J. H. Moss	Oden F. Pumphrey (Nephew)	(SEAL)
James W. Connellee	T. June Gelhaus (Niece)	(SEAL)
	(Thelma June Gelhaus) (Niece)	

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, That on this 5th day of March, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for the county aforesaid, personally appeared Antionette Gelhaus, Frederick L.J. Gelhaus, Elmer Gelhaus, and Louise Housley who made oath in due form that the foregoing assent to petition for appointment of substitute trustees was subscribed to by them as their own free act and deed.

(Notarial Seal)

A. Evelyn Wayson, Notary Public

Notarial Seal.

My Commission expires May 7, 1951

STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I hereby certify, That on this 15th day of February, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for the county aforesaid, personally appeared Gloria Jones and made oath in due form that the foregoing assent to petition for appointment of substitute trustees was subscribed to by her as her own free act and deed.

(Notarial Seal)

Sadie L. Gray, Notary Public.

STATE OF MARYLAND, MONTGOMERY COUNTY, TO WIT:

I hereby certify, That on this 28 day of February, 1951, before me, the subscriber, a Notary Public in and for the district and city aforesaid, personally appeared Thelma June Gelhaus and made oath in due form that the foregoing assent to petition for appointment of substitute trustees was subscribed to by her as her own free act and deed.

(Notarial Seal)

James W. Connellee, Notary Public.

My Commission Expires 7 of May, 1951

STATE OF MARYLAND, BALTIMORE CO., TO WIT:

I hereby certify, That on this 19th day of February, 1951, before me, the subscriber, a Notary Public for the State of Maryland, in and for the Co. aforesaid, personally appeared Oden F. Pumphrey and made oath in due form that the foregoing assent to petition for appointment of substitute trustees was subscribed to by him as his own free act and deed.

(Notarial Seal) John H. Moss, Notary Public.  
Notarial Seal

Filed 6 March, 1951

ORDER OF COURT.

Upon the foregoing Petition and Affidavits, it is this 7th day of March, 1951, by the Circuit Court of Anne Arundel County, in Equity,

ORDERED that Albert E. Housley and Eugene E. Gelhaus be and they are hereby appointed substituted trustees of the trust estate of Frederick L. J. Gelhaus, deceased, in the place and stead of Frederick L.J. Gelhaus.

And it is further ordered that upon qualifying of the said Albert E. Housley and Eugene E. Gelhaus as such trustees by filing a bond in the penalty of Ten Thousand Dollars, to be approved by the Clerk of this Court, the said Frederick L.J. Gelhaus shall turn over to the said Albert E. Housley and Eugene E. Gelhaus, the new trustees, all the assets of the trust estate of Frederick L.J. Gelhaus, deceased, now in his hands.

Benjamin Michaelson, Judge.

Filed 7 March, 1951

TRUSTEES' BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Eugene E. Gelhaus, of Baltimore and Albert E. Housley, of Annapolis, as Principals, and the Globe Indemnity Company, a body corporate of the State of New York, duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland or its certain attorneys, in the sum of Ten Thousand Dollars (\$10,000.00), to the payment of which sum well and truly to be made we and each of us bind ourselves, jointly and severally, and our respective heirs, executors and assigns, firmly by these presents. SIGNED, SEALED and dated this 27th day of March, 1951.

WHEREAS, by an Order of the Circuit Court for Anne Arundel County, sitting as a Court of Equity, passed on the 7th day of March, 1951, in a cause therein pending entitled "In the Matter of the Estate of Frederick L.J. Gelhaus," No. 4497 Equity, it was among other things ordered that the above bounden Eugene E. Gelhaus and Albert E. Housley be appointed Trustees of the estate of Frederick L.J. Gelhaus, with full power and authority to take charge of this estate under the direction of said Court, upon their filing a bond for the faithful performance of their duties, in the penal sum of Ten Thousand Dollars (\$10,000.00), and the approval thereof.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said Eugene E. Gelhaus and Albert E. Housley shall duly account for what shall come to their hands or control as said Trustees, and pay and apply the same from time to time as they may be directed by said Court, and obey such orders as said Court may make in relation to said trust, and in all respects faithfully discharge the duties of said trust, then the above obligation shall be void; otherwise to remain in full force and virtue in law.

Witness  
Virginia Merritt Eugene E. Gelhaus, Principal (Seal)  
Virginia Merritt Albert E. Housley, Principal (SEAL)  
Virginia Merritt GLOBE INDEMNITY COMPANY, A BODY CORPORATE,  
By John H. Hopkins, IV, Attorney-in-Fact.  
Surety.

Approved this 27 Mar. 1951, John H. Hopkins, 3rd, Clerk.  
Filed 27 March, 1951.

WALTER S. CALWELL, Attorney Named in Mortgage	:	No. 9973 EQUITY
VS	:	IN THE CIRCUIT COURT
MAURICE E. WARFIELD AND EVELYN RUTH WARFIELD, his wife.	:	FOR ANNE ARUNDEL COUNTY (In Equity)
. . . . . ; . . . . .		

Mr. Clerk:

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

1. Original Mortgage from the said Maurice E. Warfield and Evelyn Ruth Warfield, his wife to The County Trust Company, dated June 16th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 476 folio 519.

Thomas W. Brundige III.	Walter S. Calwell, Attorney Named in Mortgage
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Filed June 6", 1950.

EXHIBIT "A" - - MORTGAGE

THIS MORTGAGE, Made this 16th day of June, A.D. 1948, by and between MAURICE E. WARFIELD and EVELYN RUTH WARFIELD, 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.

cf

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money, being part of the purchase money for the property hereinafter described, in the principal sum of SEVENTY-SIX HUNDRED Dollars (\$7600.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y. or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-SIX and 06/100 Dollars (\$46.06), commencing on the first day of August, 1948 and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot

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

BEING known and designated as Lot No. 516 as laid out on Plat of property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4 Plat No. 7. The improvements whereon are known as 5316 (formerly 516) Brookwood Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, kitchen cabinets, ranges, plumbing accessories, laundry tray, lighting fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said 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, forever in fee simple.

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

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

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

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

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus

taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

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

- (I) premium charges under the contract of insurance with the Federal Housing Administrator;
- (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the mortgage debt secured hereby; and
- (IV) amortization of the principal of said debt.

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

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

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been 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 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 the title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

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

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

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

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

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

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, 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) of the Mortgagor(s) on the day and year first above written.

Witness:	Maurice E. Warfield	(Seal)
J. Hodge Smith	Evelyn Ruth Warfield	(Seal)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 16th day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Maurice E. Warfield and Evelyn Ruth Warfield, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

(Notarial Seal)

J. Hodge Smith,

Notary Public

Recorded June 30th, 1948, at 11:00 A.M. / J.H.H. No. 476, folio 519.

Filed June 6, 1950.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said

J.H.H. No. 69 Equity

Maurice E. Warfield and Evelyn Ruth Warfield, his wife, to said The County Trust Company, dated the 16th day of June 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 476 Folio 519

Amount of Loan	\$7600.00
Less- amount paid on principal	<u>231.84</u>
	7368.16
Plus - interest from 6/1/1949 to 8/2/1950	345.48
Plus - overdraft in expense account	<u>78.04</u>
	\$7791.68

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 1st day of August in the year nineteen hundred and fifty. before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. 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 August 2", 1950

B O N D .

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell, of #7 Saint Paul Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of EIGHT THOUSAND (\$8,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 1st day of August in the year nineteen hundred and fifty.

WHEREAS, the above bounden Walter S. Calwell, by virtue of the power contained in a Mortgage from Maurice E. Warfield and Evelyn Ruth Warfield, his wife, to The County Trust Company, bearing date the 16th day of June, nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 476, Folio 519, is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered

Walter S. Calwell

(SEAL)

in the Presence of

NEW AMSTERDAM CASUALTY COMPANY

Attest: \_\_\_\_\_

By E. F. Dobson,

Earl Davault

Vice President

Assistant Secretary.

Approved by John H. Hokin, 3rd Clerk. Aug. 2", 1950

Filed 2" August, 1950

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 4th day of August 1950 before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Maurice E. Warfield and Evelyn Ruth Warfield, 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 Defendant.

Walter S. Calwell, - Affiant.

Clara M. Link, Notary Public.

Filed 9 August, 1950

CALLAHAN AND CALWELL, Solicitors

7 St. Paul Street, Baltimore 2, Maryland

MORTGAGE SALE OF VALUABLE FEE SIMPLE PROPERTY.

5316 (formerly 516) Brookwood Road Brookwood, Fifth District of Anne Arundel County Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Maurice D. Warfield and Evelyn Ruth Warfield, his wife, to The County Trust Company, dated June 16th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 476 folio 519 (default having occurred thereunder) the undersigned Attorney, will sell at Public Auction at the Court house Door in Annapolis, on AUGUST 2nd WEDNESDAY, 1950 AT 3:15 P.M. (Daylight Savings Time)

All that lot of ground situate and lying in Anne Arundel County, and described as follows:  
In fee simple.

Being known and designated as Lot No. 516 as laid out on Plat of property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4, Plat No. 7, (improvements whereon are known as No. 5316 Brookwood Road.

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

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

Sam W. Pattison & Co.,  
Auctioneer.

WALTER S. CALWELL  
Attorney Named in Mortgage

Jy.-19.

REPORT OF SALE OF VALUABLE PROPERTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 16th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 476 folio 519 from said Maurice E. Warfield and Evelyn Ruth Warfield, 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 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 2nd day of August, 1950, at 3.15 P.M., (Daylight Savings time) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County, being known and designated as Lot No. 516 as laid out on Plat of property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4 Plat No. 7, the improvements whereon are known as No. 5316 (formerly 516) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale<sup>copy</sup> of which is attached hereto.

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

The said property was sold to The County Trust Company, in fee simple, at and for the sum of Seven Thousand (\$7,000.00) 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 4th day of August, 1950, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

{Notarial Seal}

Clara M. Link, - Notary Public

Filed 9 August, 1950

ORDER NISI

ORDERED, this 9 day of August, 1950, That the sale of the Real Estate 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 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 \$7,000.00.

John H. Hopkins, 3rd, Clerk.

Filed 9 August, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 8, 1950

We hereby certify, that the annexed Order Nisi- Eq. #9973-Maurice E. Warfield 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 16th day of August, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By/ R. L. Brown.

Filed Sept. 9, 1950

FINAL ORDER

ORDERED BY THE COURT, This 11th day of September, 1950, that the sale made and reported by the Attorney aforesaid, be and the same hereby Ratified and Confirmed no cause to the contrary having

been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

Filed Sept. 11, 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 24, 1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Maurice E. Warfield and Evelyn R. Warfield, his wife, in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commission, as agreed, viz:	<u>200.00</u>	250.00
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	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	25.31	
Capital-Gazette Press- order nisi (sale)	6.00	
Capital-Gazette Press- order nisi (acct.)	6.00	
New Amsterdam Casualty Co.-bond premium	32.00	
Sam W. Pattison Co.-auctioneer's fee	25.00	
One-half Federal revenue stamps	3.35	
One-half State revenue stamps	3.35	
Clara M. Link- notary fees	<u>1.25</u>	102.26
To The County Trust Company, mortgagee-		
this balance on account mortgage claim	<u>6,650.22</u>	<u>6,650.22</u>
		<u>7,040.23</u>
Amount of mortgage claim filed	7,791.68	
Cr. Amount allowed as above	<u>6,650.22</u>	
Balance subject to decree in personam	1,141.46	
with Walter S. Calwell, Attorney named in Mortgage		Cr.
1950		
Aug. 2 Proceeds of Sale	7,000.00	7,000.00
Refund 1950 State and County taxes (\$89.94 -adjusted to day of sale )	37.25	
Refund 1950 Sanitary Commission (charges \$7.15-adjusted)	<u>2.98</u>	<u>40.23</u>
		<u>7,040.23</u>

Filed 30 October, 1950

ORDER NISI

ORDERED, This 30 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 3rd 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 3 day of December next.

John H. Hopkins, 3rd, Clerk.

Filed 30 October, 1950

CERTIFICATE OF PUBLICATION.

Annapolis, Md., December 4, 1950.

We hereby certify, that the annexed Order Nisi-Eq., #9973 Auditor's Account-Maurice E. Warfield, 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 4th day of December, 1950. The first insertion being made the 1st day of November, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 3723

By R. L. Brown.

Filed 13 March, 1951.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 13th day of March, 1951, that the foregoing 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 13 March, 1951.

MARY ANN BENSON and	:	
ROBERT C. BENSON, her husband,	:	
VERSUS	:	No. 9311 EQUITY
JAMES E. HOPKINS, and	:	IN THE
KATHERYN ELIZABETH HOPKINS, his wife,	:	CIRCUIT COURT
SARAH ELIZABETH CRISP, widow,	:	
CORDELAH H. ANTHONY, widow,	:	FOR
JOSEPH H. HOPKINS, and	:	ANNE ARUNDEL COUNTY.
ROSALIE HOPKINS, his wife,	:	
ROBERT E. CLARK, JR., and	:	
GRACE R. CLARK, his wife	:	
ROBERTA HOPKINS CLARK	:	

BILL OF COMPLAINT AND INTERROGATORIES

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orators complaining say:

1. That by Deed dated January 10, 1880, and recorded among the Land Records of Anne Arundel County in Liber S.H.No. 15, folio 266, Joseph H. Craggs and Mary Ann Craggs, his wife, conveyed unto their daughter, Elizabeth A. Hopkins, all of those parts of the tracts of land called "Chantilly" and "Andover" situated and lying in the Fifth Election District of Anne Arundel County, Maryland, and contained within the following courses and distances, metes and bounds, to wit:

BEGINNING for the same at a stone heretofore planted in place of the original beginning tree of the land called "Howards Range" at the end of the first course of the land called "Lockwoods Adventure" and the beginning of the aforementioned land called "Chantilly"; thence running with

and bounding on the lines of the conveyance from William H. Dorsey and wife to Joseph H. Craggs bearing date the nineteenth day of October one thousand eight hundred and fifty-nine as follows: south twenty-seven degrees east seventy perches; south twenty degrees west one hundred and twenty perches; thence leaving the outlines of said conveyance and running across the same with a straight line to intersect the tenth of the north twelve degrees east sixty-four perch line of the aforesaid conveyance at the end of twenty perches on the said line; thence running with and bounding on the lines of the aforesaid conveyance to the beginning thereof as follows, north twelve degrees east forty-four perches to a stone at the end of said tenth line; north sixty-four degrees east twenty-eight perches to a stone north seven degrees east thirty-four perches to a stone; south eighty-six and one-half degrees east one hundred eighteen perches to the place of beginning. Containing one hundred thirty acres of land more or less. The said Elizabeth A. Hopkins to have, hold, possess and enjoy in her own right and to her own use during her natural life said land the remainder over to her children, who may survive her, in fee, forever.

A certified copy of said deed marked "Complainants' Exhibit A" is filed herewith and prayed to be taken as part hereof.

2. That the said Elizabeth A. Hopkins departed this life on or about August 31, 1922, leaving surviving her the following named children.

1. Cordelah H. Anthony, a defendant herein, who was the wife of Oscar W. Anthony, who is now deceased.
2. Charles R. Hopkins, who was the husband of Florence Hopkins, both of whom are now deceased.
3. Mary Ann Benson, Complainant, herein, who is the wife of Robert C. Benson, Complainant herein.
4. George C. Hopkins, who was the husband of Eva M. Hopkins, the said George C. Hopkins being now deceased.
5. James E. Hopkins, defendant herein, who is the husband of Katheryn Elizabeth Hopkins, defendant herein.
6. Sarah Elizabeth Crisp, defendant herein, who was the wife of William N. Crisp, who is now deceased.
7. Josephine E. Hopkins, who subsequently intermarried with Robert E. Clark, Jr. but who is now deceased. Her husband, Robert E. Clark, Jr., is a defendant herein.
8. Joseph H. Hopkins, defendant herein, who is the husband of Rosalie Hopkins, defendant herein.

3. That by Deed dated April 14, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 71, folio 153, the said Sarah Elizabeth Crisp and William N. Crisp, her husband, erroneously believing that the said Joseph H. Hopkins had predeceased his mother, the said Elizabeth A. Hopkins, conveyed to the said Charles R. Hopkins, a one-seventh undivided interest in the property hereinabove described in Paragraph One, but intended to convey only such interest as the said Grantors had; to wit: an undivided one-eighth interest.

A certified copy of said deed marked "Complainants' Exhibit B" is filed herewith and prayed to be taken as a part hereof

4. That by Deed dated April 18, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 71, folio 159, the said Mary Ann Benson, under the name of Mary Hopkins Benson, and Robert C. Benson, her husband, erroneously believing that the said Joseph H. Hopkins had predeceased his mother, the said Elizabeth A. Hopkins, conveyed to the said Cordelah H. Anthony, under the name of Cordella Anthony, a one-seventh undivided interest in the property hereinabove described in Paragraph One. A certified copy of said Deed marked "Complainants' Exhibit C" is filed herewith and prayed to be taken as a part hereof.

5. That by deed dated the 30th day of June, one thousand nine hundred and forty-two, and recorded

among the Land Records of Anne Arundel County in Liber J.H.H. No.262,folio 336,the said Cordelah H. Anthony,under the name of Cordella Anthony,reconveyed to the said Mary Ann Benson,Complainant herein, under the name of Mary Hopkins Benson,an undivided one-seventh interest in the land hereinabove described in Paragraph One herein. As will more fully appear by reference to said Deed,which is marked "Complainants' Exhibit E" and filed herewith and prayed to be taken as a part hereof, it was the intention of Cordelah H. Anthony to reconvey to the said Mary Ann Benson the interest,which she had acquired under the Deed from the said Mary Ann Benson and her husband,referred to in Paragraph Four herein, "Complainants' Exhibit C".

6. That the said Josephine E.Hopkins,who had intermarried with the said Robert E.Clark,Jr., Defendant herein,departed this life in or about the month of November,1936,intestate,leaving surviving her as her sole heirs at law,her husband,the said Robert E. Clark,Jr.,who has since intermarried with the said Grace R. Clark,Defendant herein,and her daughter,Roberta Hopkins Clark,who is an infant under the age of twenty-one years and a defendant herein.

7. That the said George C.Hopkins departed this life testate on or about the fourth day of April one thousand nine hundred and forty-one, leaving surviving him,his widow,Eva M.Hopkins,and an only child,George C. Hopkins,Jr., and by his Last Will and Testament,dated,February 10,1928, and duly admitted to probate by the Orphans Court of Prince Georges County, Maryland,on the 29th day of April,1941,and recorded in the Office of the Register of Wills for Prince Georges County,Maryland, in Liber W.T.D. No. 6,folio 447,devised and bequeathed all of his property,real,personal and mixed, which included his interest in the property hereinabove described in Paragraph One,to his wife,the said Eva M. Hopkins,as will more fully appear from a certified copy of said Will,marked "Complainants' Exhibit D",filed herewith and prayed to be taken as part hereof.

8. That the said Charles R.Hopkins departed this life,during the month of February,1946,intestate,his wife,Florence Hopkins,having predeceased him and leaving surviving him as sole heirs at law the following persons:

1. Roberta Hopkins Clark,niece,an infant and unmarried daughter of said Josephine E.Hopkins, Clark, deceased, sister of said Charles R. Hopkins.
2. Cordelah H. Anthony, a sister
3. Sarah Elizabeth Crisp, a sister.
4. James E. Hopkins, a brother.
5. George C.Hopkins,Jr., a nephew,unmarried,son of said George C.Hopkins,deceased brother of said Charles R. Hopkins.
6. Mary Ann Benson,a sister.
7. Joseph H. Hopkins, a brother.

9. That by Deed dated July 2, 1947, and recorded among the Land Records of Anne Arundel County on August 8,1947,the said Eva M. Hopkins,widow of George C.Hopkins,deceased, and George C. Hopkins,Jr., unmarried,son of said George C. Hopkins, deceased,granted and conveyed all of their right,title, interest and estate in and to the property described in Paragraph One hereof to James E. Hopkins.

A certified copy of said Deed,marked "Complainants' Exhibit F" is filed herewith and prayed to be taken as part hereof.

10. That the title of the parties to these proceedings to the property hereinabove described in paragraph One is subject to the operation and effect of three certain Deeds by which the parties holding title to said property at the time of the making of said Deeds conveyed away certain rights in portions of said property for the erection of electrical transmissions lines,retaining certain rights of crossing said portions of said property,all of which will more fully appear by reference to said

Deeds, certified copies of which are filed herewith and prayed to be taken as part hereof, as follows:

1. "Complainants' Exhibit G". A Deed dated on or about December 23, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 88, folio 49, from Cordella Anthony, et al, to Paul S. Clarkson.

2. "Complainants" Exhibit H. A Deed dated June 27, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 125, folio 462, from Joseph H. Hopkins and Rosalie Hopkins, his wife, to the Susquehanna Transmission Company of Maryland.

3. "Complainants'" Exhibit I". A Deed dated March 27, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 219, folio 114, from James E. Hopkins, et al, to the Consolidated Gas Electric Light and Power Company.

11. That subject to the rights of the grantees in the deeds referred to in Paragraph Ten, the parties to these proceedings are seized in fee simple of the land hereinabove described in Paragraph One, as tenants in common, in the following proportions, to wit:

Mary Ann Benson, an undivided nine fifty-sixths interest

James E. Hopkins, an undivided nine twenty-eighths interest

Sarah Elizabeth Crisp, an undivided one twenty-eighth interest.

Cordelah H. Anthony, an undivided nine fifty-sixths interest.

Joseph H. Hopkins, an undivided nine fifty-sixths interest.

Robert E. Clark, Jr., an undivided one twenty-fourth interest.

Roberta Hopkins Clark, an undivided five forty-seconds interest.

The said Robert C. Benson owns an inchoate right of dower in the interest of his said wife. The said Katheryn Elizabeth Hopkins, the said Rosalie Hopkins, and the said Grace R. Clark own inchoate rights of dower in the interests of their respective husbands.

12. That all of the parties herein are sui juris, except Roberta Hopkins Clark, who is an infant, nineteen years of age, and all of said parties are residents of the State of Maryland, some residing in Anne Arundel County and some in Baltimore City and Baltimore County, except Cordelah H. Anthony, who is a resident of the State of California and Joseph H. Hopkins and Rosalie Hopkins, who are non-residents of the State and whose last known address is Fredericksburg, Virginia.

13. That the said James E. Hopkins has been in possession of the property hereinabove described in Paragraph One since the death of the life tenant, the said Elizabeth A. Hopkins, and has appropriated the rents, issues and profits of the land, orchards and buildings to his own use.

14. That your Orators are advised that the said James E. Hopkins has from time to time sold standing timber growing on the property hereinabove described in Paragraph One during the time that he has occupied said property. The quantity and value of the timber sold is unknown to your Orators, and your Orators have never received any payment for their share of the proceeds, although your Orators are advised that the said James E. Hopkins has made payments to other co-tenants out of the proceeds of said sales.

15. That because of the differences in the various interests owned by the parties hereto, the fee simple real estate hereinabove described in Paragraph One is not susceptible of partition in kind without material loss or injury to the parties concerned and that it will be to the benefit and advantage of the infant defendant and of the other parties hereto that said fee simple real estate be sold and the proceeds derived from the sale thereof be divided among the parties hereto according to their respective interests.

TO THE END, THEREFORE:

I. That a decree may be passed for the sale of said fee simple real estate.

2. That a trustee or trustees may be appointed to make said sale subject to the order of this Honorable Court.

3. That the proceeds of said sale may be disposed of amongst the parties entitled thereto, according to their respective interests.

4. That the said James E. Hopkins be required to render an accounting for your Orators proper share of the proceeds of said sales of timber.

5. That the said James E. Hopkins be required to answer under oath the interrogatories appended hereto.

6. That, your Orators, be granted such other and further relief as the nature of their case may require.

May it please your Honor to grant unto your Orators the writ of sub-poena directed to the said James E. Hopkins and Katheryn Elizabeth Hopkins, his wife, whose address is Linthicum Heights, Anne Arundel County, Maryland; Sarah Elizabeth Crisp, whose address is 100 Fifth Avenue, Brooklyn Park, Anne Arundel County, Maryland; Robert E. Clark, Jr., and Grace R. Clark, his wife, whose address is 2105 North Fulton Avenue, Baltimore City, Maryland; Roberta Hopkins Clark, an infant under the age of twenty-one years, whose address is 120 South Symington Avenue, Catonsville, Baltimore County, Maryland, and whose father and guardian is Robert E. Clark, Jr., 2105 North Fulton Avenue, Baltimore City, Maryland, giving notice to them 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 be passed as prayed.

May it please your Honor to grant unto your Orators the order of publication giving notice to the said Cordelah H. Anthony, whose address is 936 Blandford Boulevard, Redwood City, California, and Joseph H. Hopkins and Rosalie E. Hopkins, his wife, whose last known address is Fredericksburg, Virginia, who are 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 be passed as prayed.

AND as in duty bound,

By

Charles F. Rechner, Jr.,

Charles F. Rechner, Solicitors.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

On this 27th day of September, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared MARY ANN BENSON and ROBERT C. BENSON, HER HUSBAND, THE Complainants in the within Bill of Complaint, and made oath in due form of law that the matters and facts set forth therein are true to the best of their knowledge, information and belief.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

(Notarial Seal)

Horace W. Carson, Notary Public.

Interrogatories to James E. Hopkins.

The Complainants, Mary Ann Benson and Robert C. Benson, her husband, by Charles F. Rechner, Jr., and Charles F. Rechner, Solicitors, propound to the Defendant, James E. Hopkins, the following interrogatories as provided by Discovery Rule No. 2 of the General Rules of Practice and Procedure:

1. What quantity of timber have you sold from the property described in the Bill of Complaint during your possession?

2. What payments were made to you for such timber and by whom, giving the approximate dates of each sale and the monies received from each of said sales?

3. What memoranda accounts or other documents do you have in your possession with relation to sales of timber and the sums received therefor?
4. What are the names of any persons, other than those specified in No. 2, above, who, to your own knowledge, have information about quantity of timber sold and the price received by you?
5. To whom did you distribute the proceeds of sales of timber and what sums were distributed?

Filed Oct. 6", 1947.

COMPLAINANT'S' EXHIBIT A - DEED.

THIS DEED, Made this tenth day of January in the year Eighteen Hundred and Eighty, by Joseph H. Craggs and Mary Ann Craggs, his wife, of Anne Arundel County, in the State of Maryland:

WITNESSETH: that the said Joseph H. Craggs and Mary Ann Craggs his wife, in consideration of natural love and affection and of the sum of one dollar, do hereby give, grant and convey to their daughter Elizabeth A. Hopkins, wife of Rezin Hopkins of Howard County in the State aforesaid.

ALL of those parts of the tracts of land called respectively "Chantilly" and "Andover", situated and lying in the Fifth Election District of Anne Arundel County, Maryland, which are contained in the following courses and distances, metes and bounds to wit:

BEGINNING at a stone heretofore planted in place of the original beginning tree of the land called "Howard Range" at the end of the first course of the land called "Lockwoods Adventure" and the beginning of the aforementioned land called "Chantilly" thence running with and bounding on the lines of the conveyance from William H. Dorsey and wife, to Joseph H. Craggs, bearing date the nineteenth day of October in the year 1859 as follows: South 77 degrees East seventy perches, South twenty degrees West One hundred and twenty perches, thence leaving the outlines of said conveyance and running across the same with a straight line to intersect the tenth or the north twelve degrees East sixty four perch line of the aforesaid conveyance at the end of twenty perches on the said line, thence running with and bounding on the lines of the aforesaid conveyance to the beginning thereof as follows: North twelve degrees East forty four perches to a stone at the end of said tenth line, North sixty four degrees East twenty eight perches to a stone North seven degrees East thirty-four perches to a stone, South Eighty six and a half degrees East one hundred and eighteen perches to the place of beginning. Containing one hundred and thirty acres of land more or less

TOGETHER with the buildings and improvements thereon, and the rights and appurtenances thereunto belonging.

THE said Elizabeth A. Hopkins to Have Hold possess and enjoy in her own right and to her own use during her natural life said land, the remainder over to her children who may survive her, in fee, forever.

THE above described being a part of the same which was conveyed to the said Joseph H. Craggs by William H. Dorsey and Mary Anne Dorsey, his wife, in the partition of the Real Estate of the late Elizabeth McElhing deceased, and recorded in Liber N.H.G. No. 8, folio 416 & c. one of the Land Record Books of Anne Arundel County.

In Testimony Whereof, we have hereunto set our hands and affixed our seals, on the day and in the year first herein written.

TEST:

A. R. Harman.

Jos. H. Craggs (Seal)

Mary A. Craggs (Seal)

State of Maryland, Anne Arundel County, Sct:

I Hereby Certify, that on this Tenth day of January, in the year Eighteen Hundred and Eighty before the subscriber, a Justice of the Peace of said State, in and for Anne Arundel County aforesaid personally appeared Joseph H. Craggs and Mary Ann Craggs, his wife, and severally acknowledged

the foregoing deed to be their respective act and deed.

A. R. Harman, J.P.

Recorded 30th January 1880.

STATE OF MARYLAND, Anne Arundel County, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber S.H.No.15 folio 266, 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 3rd day of September, 1947.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed Oct. 6", 1947

COMPLAINANTS' EXHIBIT B - DEED.

(\$2.00 Rev Stamp)

THIS DEED, Made this 14th day of April in the year one thousand nine hundred and twenty-three, between Sarah Elizabeth Crisp, and William N. Crisp, her husband, of Anne Arundel County, in the State of Maryland, of the first part, and Charles R. Hopkins, of the second part.

WHEREAS, by deed dated the 10th day of January, 1880 and recorded among the Land Records of Anne Arundel County, in Liber S.H. No.15, folio 266, Joseph H. Craggs and Mary Ann Craggs, his wife, conveyed to Elizabeth A. Hopkins, wife of Rezin Hopkins of Howard County, the hereinafter described property during her natural life, with remainder over after her death to her surviving children, in fee simple forever, and

WHEREAS the said Elizabeth A. Hopkins died on September 1, 1922, leaving surviving her, seven children namely Cordella Anthony, George C. Hopkins, Sarah Elizabeth Crisp, Josephine Hopkins, James E. Hopkins, Charles R. Hopkins, and Mary H. Benson, they being the only surviving children.

NOW, THEREFORE THIS DEED WITNESSETH: that in consideration of the sum of five (5) dollars and other valuable considerations the said parties of the first part do grant and convey unto the said party of the second part, his heirs and assigns, an undivided one-seventh interest in and to all that tract of ground situate in Anne Arundel County, State of Maryland, and described as follows: that is to say:

BEGINNING for the same at a stone heretofore planted in place of the original beginning tree of of the land called "Howards Range" at the end of the first course of the land called "Lockwoods Adventure" and the beginning of the aforementioned land called "Chantilly"; thence running with and bounding on the lines of the conveyance from William H. Dorsey and wife, to Joseph H. Craggs, bearing date the nineteenth day of October in the year 1859 as follows: South seventy-seven degrees East seventy perches, South twenty degrees, West one hundred and twenty perches, thence leaving the outlines of said conveyance and running across the same with a straight line to intersect the tenth or the North twelve degrees, East sixty-four perch line of the aforesaid conveyance at the end of twenty perches on the said line, thence running with and bounding on the lines of the aforesaid conveyance to the beginning thereof as follows, North twelve degrees East forty-five perches to a stone at the end of said tenth line, North sixty-four degrees East twenty-eight perches to a stone, North seven degrees, East thirty-four perches to a stone. South eighty-six and one half degrees East one hundred and Eighteen perches to the place of beginning.

CONTAINING one hundred and thirty acres of land more or less.

BEING the same land described in a deed dated January 10th, 1880, and recorded among the Land Records of Anne Arundel County in Liber S.H. No.15, folio 266, &c., from Joseph H. Craggs and wife, to Elizabeth H. Hopkins.

TOGETHER with the buildings and improvements thereupon, and all the rights, alleys ways, waters

privileges appurtenances and advantages there\_o belonging or in anywise appertaining.

TO HAVE AND TO HOLD a one-seventh undivided interest in and to the said described tract of ground and premises unto and to the use and benefit of the said party of the second part, his heirs and assigns, forever in fee simple.

AND the said parties of the first part hereby covenant that they have not done nor suffered to be done any act matter or thing whatsoever, to encumber the property hereby conveyed, that they will warrant specially the property hereby granted, and will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors:

Tes.		Sarah Elizabeth Crisp	(Seal)
	John I. Rowe,	William N. Crisp	(Seal)

State of Maryland, Baltimore City, to wit:

I Hereby Certify, that on this 14th day of April in the year one thousand nine hundred and twenty-three before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Sarah Elizabeth Crisp, and William N. Crisp, her husband, and they acknowledged the foregoing Deed to be their act.

Witness my hand and notarial Seal.

(Notary Seal)

John I. Rowe, Notary Public.

Recorded May 3rd, 1923, -10 A.M.

State of Maryland, Anne Arundel Count, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber W.N.W. 71, folio 153, 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 3rd day of September, A.D. 1947.

John H. Hopkins, 3rd, Clerk.

(Court Seal)

Filed 6" Oct. 1947

PLAINTIFFS' EXHIBIT C - DEED.

(\$2.00 Int. Rev. Stamp)

THIS DEED, Made this 18th day of April in the year one thousand nine hundred and twenty-three between Mary Hopkins Benson and Robert C. Benson her husband, of Anne Arundel County, in the State of Maryland, of the first part and Cordella Anthony of the second part.

WHEREAS, by deed dated the 10th day of January, 1880, and recorded among the Land Records of Anne Arundel County in Liber S.H. No 15, folio 266, Joseph H. Craggs and Mary Ann Graggs, his wife, conveyed to Elizabeth A. Hopkins, wife of Rezin Hopkins, of Howard County, the hereinafter described property, during her natural life, with remainder over after the death of her surviving children, in fee simple forever, and,

WHEREAS, the said Elizabeth A. Hopkins, died on September 1st, 1922, leaving surviving her, seven children, namely Cordella Anthony, George C. Hopkins, Sarah Elizabeth Crisp, Josephine Hopkins, James E. Hopkins, Charles R. Hopkins, and Mary H. Benson, they being the only surviving children.

NOW, THEREFORE, this deed Witnesseth: that in consideration of the sum of Five (5) dollars and other valuable considerations the said parties of the first part do grant and convey unto the said party of the second part her heirs and assigns, an undivided one-seventh interest in and to all that tract of ground situated in Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a stone heretofore planted in place of original beginning tree of the land called "Howards Range" at the end of the first course of the land called "Lockwoods Adventure" and the beginning of the aforementioned land called "Chantilly", thence running with and bounding on the lines of the conveyance from William H. Dorsey and wife, to Joseph H. Craggs bearing date the nineteenth day of October in the year 1859, as follows, south seventy-seven degrees, East : seventy perches, South twenty degrees, West one hundred and twenty perches, thence leaving the outlines of the said conveyance and running across the same with a straight line to intersect the tenth or the north twelve degrees East sixty four perches line of the aforesid conveyance at the end of twenty perches on the said line, thence running with and bounding on the lines of the aforesaid conveyance to the beginning thereof as follows, North twelve degrees East forty-four perches to a stone at the end of said tenth line, North sixty-four degrees East twenty-eight perches to a stone, North seven degrees East thirty-four perches to a stone, South eighty-six and one half degrees East one hundred and eighteen perches to the place of beginning.

Containing one hundred and and thirty acres of land more or less.

BEING the same land described in a deed dated January 10th, 1880, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 15, folio 266, &c. from Joseph H. Craggs, and wife, to Elizabeth A. Hopkins.

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

TO HAVE AND TO HOLD an undivided one-seventh interest in and to the said described tract of ground and premises, unto and to the use and benefit of the party of the second part, her heirs and assigns, forever in fee simple.

AND the said parties of the first part hereby covenant that they have not done nor suffered to be done any act matter or thing whatsoever, to encumber the property hereby conveyed, that they will warrant specially the property hereby granted and will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said grantors.

Test: Mary Hopkins Benson (Seal)  
Frank P. DeHoff. Robert C. Benson (Seal)

State of Maryland, Baltimore City, to wit:

I hereby Certify, that on this 18th day of April in the year one thousand nine hundred and twenty-three, before me, the subscriber a Notary Public, of the State of Maryland, in and for Baltimore City, personally appeared Mary Hopkins Benson and Robert C. Benson, her husband, and they acknowledged the foregoing Deed to be their act.

Witness my hand and Notarial Seal.

(Notarial Seal) Frank P. DeHoff. Notary Public.

Recorded May 3rd, 1923, at 10 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. 71, folio 159, 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 3rd. day of September, A.D., 1947.

John H. Hopkins, 3rd, Clerk

Filed Oct 6", 1947

Filed with Testimony as Examiner's Exhibit No. 3.

(INT.REV.STAMPS \$.55)(MD STATE STAMPS \$.50)

THIS DEED, made this 30th day of June,1942,by and between Cordella Anthony, widow,hereinafter referred to as "GRANTOR"; and Mary Hopkins Benson, hereinafter referred to as "GRANTEE".

WITNESSETH: That in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, paid by the GRANTEE to the GRANTOR, receipt whereof in full is hereby acknowledged, the said GRANTOR does hereby grant and convey unto the said GRANTEE,her heirs and assigns, forever in fee simple, an undivided one-seventh interest in and to,

All that tract of land situate in Anne Arundel County,Maryland, containing 130 Acres,more or less, more particularly described by metes and bounds in the deed from Mary Hopkins Benson and husband to the said Cordella Anthony, dated April 18, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. NO. 71,folio 159, the undivided one-seventh interest hereby conveyed being the same interest conveyed to the said Cordella Anthony in said deed.

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 said undivided one-seventh interest in and to the said tract of land, with the improvements thereon,and all right and other appurtenances unto and to the said GRANTEE, her heirs and assigns,forever in fee simple.

AND the said GRANTOR covenants that she will warrant specially the property hereby granted and that she will execute such other and further assurances of the same which may be requisite.

WITNESS the hand and seal of the said GRANTOR.

TEST:

Cordella Anthony

(SEAL)

Malcom H. Muserling

STATE OF NEW YORK, COUNTY OF NASSAU ,

TO WIT:

I HEREBY CERTIFY that on this 30th day of June,1942,before me, the subscriber,a Notary Public of the State of New York,in and for the County or City aforesaid, personally appeared Cordella Anthony, theGRANTOR named in the foregoing deed,and she acknowledged the said deed to be her act and deed.

WITNESS my hand and Notarial Seal.

Harrison E. Deyo,

Notary Public.

(Notarial Seal) NOTARY PUBLIC,338 Nassau County, New York, Term expires March 30, 1944.

Recorded 9 July,1942,at 3:15 P.M. J.H.H. No. 262,folio 336,

Filed Oct. 6", 1947

COMPLAINANTS' EXHIBIT D. -LAST WILL AND TESTAMENT OF GEORGE C. HOPKINS.

In the Name of God, Amen:

I, George C. Hopkins of Anne Arundel County, in the State of Maryland,being of sound and disposing mind,memory and understanding,considering the certainty of death and the uncertainty of the time thereof and desiring to settle my worldly affairs in the manner seeming best to me before it pleases Almighty God to call me hence,do make,publish and declare the following as my Last Will and testament, that is to say:

In the first place I commit my Soul unto the hands of Almighty God who gave it,and my body to the earth to be decently buried in the discretion of my executrix hereinafter named.

After the payment of all my just and lawful debts due and owing at the time of my death:

Item: I give,devise,and bequeath all my property real,personal and mixed of every description and wherever situate unto my beloved wife Eva M.Hopkins,to her and to her heirs and assigns absolutely in fee simple. I have full confidence in the affection and love of my said wife

for our son George C. Hopkins, Jr., and that she will care and provide for him until he reaches his majority.

I hereby nominate, constitute and appoint my said wife Eva M. Hopkins, Executrix of this my last will and testament, hereby revoking all wills heretofore made by me declaring this and none other to be my will.

In testimony whereof I have hereunto set my hand and affixed my seal this Tenth day of February, in the year Nineteen hundred and twenty-eight.

Geo. C. Hopkins, (SEAL)

Signed, Sealed, Published and Declared by the above named testator as his last will and testament, in our presence, who at his request, in his presence and in the presence of each other have hereunto set our hands as witnesses thereto this Tenth day of February in the year Nineteen hundred and twenty-eight.

Myrtle Sturm

Nicholas H. Green

STATE OF MARYLAND--PRINCE GEORGE'S COUNTY. SS.

On the 15th day of April, 1941, came John F. Lillard of Hyattsville, Maryland, and made oath in due form of law, he does not know of any Will or Codicil of George C. Hopkins, late of Prince George's County, Maryland, deceased, other than the above instrument of writing and that he received the same from Eva M. Hopkins on or about the 15th day of April, 1941.

And the Testator died on or about the 4th day of April, 1941.

Sworn to in open Court:

John F. Lillard

Test: Dorothy Dutrow,

Deputy Register of Wills of Prince George's County.

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

On the 25 day of April, 1941 came Myrtle Sturm one of the subscribing witnesses to the foregoing last Will and Testament of George C. Hopkins, late of Prince George's County, Maryland, deceased, and made oath in due form of law, that she did see the Testator sign and seal this Will; that she 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 her apprehension of sound and disposing mind, memory and understanding, and that she together with Nicholas H. Green subscribed her name as witness to this will in his presence at his request, in the presence of each other.

Sworn to in open Court:

Myrtle Sturm

Test: Mittie Bowling,

Deputy Register of Wills for Prince George's County.

STATE OF MARYLAND--PRINCE GEORGE'S COUNTY, SS.

On the 29th day of April, 1941, came John F. Lillard a credible witness who on oath deposes and says that he was well acquainted with Nicholas H. Green and is familiar with his handwriting, having often seen him write, and that the signature subscribed to the paperwriting purporting to be the last Will and Testament of George C. Hopkins is in the identical hand-writing of the said Nicholas H. Green. Affiant further avers that it is a well known fact to him that the said Nicholas H. Green is now dead.

Sworn to in open Court.

Test: Dorothy Dutrow

John F. Lillard  
COURT ORDER

. . . . . Deputy Register of Wills for Prince George's County. Md.  
APPOINTING EXECUTOR BY WILL PROVIDED

In the ORPHANS' COURT of PRINCE GEORGE'S COUNTY MARYLAND  
UPPER MARLBORO, MD.

IN THE MATTER OF THE ESTATE OF: George C. Hopkins, Deceased.

Upon the foregoing Petition of Eva M. Hopkins of College Park, Maryland, it is this 29th day

of April 1941, Adjudged, Ordered and Decreed by the Orphans' Court of Prince George's County, Maryland, that the last Will and Testament of George C. Hopkins, deceased, be and the same is hereby admitted to Probate and Record as the true and genuine Last Will and Testament of the Real and Personal Property of the said George C. Hopkins, deceased. And it is further ordered, that letters Testamentary issue to Eva M. Hopkins the Executrix by said Will appointed, upon her filing a good and sufficient bond in the penal sum of One Thousand (\$1000.00) dollars, conditioned for the faithful trust in her reposed. And it is further ordered, that William Bowie and Edward A. Fuller be appointed appraisers, and that Notice to Creditors to file their claims legally authenticated as required by law be published in the Hyattsville Independent.

By the Court:

Millard Thorne	A.J.
Vincent A. Osterman	A.J.

STATE OF MARYLAND

PRINCE GEORGE'S COUNTY:

I, GRIFFITH S. OURSLER, Register of Wills of Prince George's County, do hereby certify that the foregoing is a true copy of the Last Will and Testament of George C. Hopkins, late of Prince George's County, Maryland, deceased, as the same appears recorded in Liber W.T.D. No. 6, Folio 447, one of the Will Record Books of the Orphans' Court of said County; Also the Decree of the Court admitting said Will to probate and record.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Orphans' Court of said County this 27th day of August in the year of our Lord nineteen hundred and forty-seven.

ATTEST:

(Orphans' Court Seal)

G. S. OURSLER  
Register of Wills for Prince George's County, Md.

Filed October 6", 1947

COMPLAINANT'S' EXHIBIT F. - DEED.

(\$4.95) Int. Rev. Stamp) -\$4.95 Md. State Stamps)

THIS DEED, made this 2nd day of July in the year nineteen hundred and forty seven. by Eva M. Hopkins, widow, and George C. Hopkins, Junior, divorced and unmarried, of Prince George's County parties of the first part, "Grantors", and James E. Hopkins of Anne Arundel County, party of the second part, "Grantee", all of the State of Maryland.

WHEREAS, by deed dated the 10th day of January, 1880, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 15, folio 266 etc., Joseph H. Craggs and Mary Ann Craggs, his wife, granted and conveyed the hereinafter described property unto their daughter, Elizabeth A. Hopkins the wife of Rezin Hopkins for and during her natural life, with remainder over to her children surviving her at the time of her death, in fee simple; and

WHEREAS the said Elizabeth A. Hopkins departed this life on or about the 31st day of August, 1922, leaving surviving her the following children, namely, Cordelah H. Anthony, a daughter; George C. Hopkins, a son, Sarah Elizabeth Crisp, a daughter, Josephine E. Hopkins, later Josephine E. Hopkins Clark, a daughter, the said James E. Hopkins, a son, Charles R. Hopkins, a son, Mary Ann Benson, a daughter; and Joseph H. Hopkins, a son who at that time was believed to be dead;

AND WHEREAS, by deed dated the 14th day of April, 1923, and recorded among the Land Records of said Anne Arundel County in Liber W.N.W. No. 71, folio 153, etc., the said Sarah Elizabeth Crisp and William N. Crisp, her husband, granted and conveyed unto the said Charles H. Hopkins, a one-seventh undivided interest in and to the hereinafter described land, (the said Joseph H. Hopkins at that time being believed to be dead), when in fact said deed conveyed only a one-eighth one-

eighth undivided interest in and to the hereinafter described land; and

WHEREAS, the said George C. Hopkins, a son of the said Elizabeth A. Hopkins, departed this life on or about the 4th day of April, 1941, seized of a one-eighth undivided interest in and to the hereinafter described land, and by Item 1 of his last Will and Testament, dated the 10th day of February, 1928, duly admitted to probate by the Orphans' Court of Prince George's County, and recorded in the office of the Register of Wills for said County in Wills Liber W.T.D. No.6, folio 447, etc., devised and bequeathed all of his property, real, personal and mixed, of every description, and wheresoever situated, unto his wife, the said Eva M. Hopkins, absolutely. (See certified copy of said Last Will and Testament of the said George C. Hopkins and order of the Orphans' Court of Prince George's County admitting the same to probate, duly recorded in the office of the Register of Wills for Anne Arundel County ); and

WHEREAS, the said Charles R. Hopkins, a widower, and son of the said Elizabeth A. Hopkins, departed this life in or about the month of February, 1946, intestate, leaving surviving him as his next-of-kin and only heirs-at-law, a niece, sisters, brothers, and nephew, i.e., Roberta Hopkins Clark, a niece, the daughter and only child of Josephine E. Hopkins Clark, sister of the said Charles E. Hopkins, the said Josephine Hopkins Clark having predeceased the said Charles R. Hopkins; the said Cordelah H. Anthony, a sister, the said Sarah Elizabeth Crisp, a sister; the said James E. Hopkins, a brother; the said Mary Anne Benson, a sister, the said Joseph H. Hopkins, a brother; and George C. Hopkins, Junior, a nephew, the son and only child of George C. Hopkins, a brother of the said Charles R. Hopkins, the said George C. Hopkins having predeceased the said Charles R. Hopkins.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of One Dollar (\$1.00), and other valuable considerations, the said Eva M. Hopkins, widow, and George C. Hopkins, Junior, divorced and unmarried, do grant and convey unto the said James E. Hopkins, all their right, title, interest and estate either at law or in Equity, in and to all that piece or parcel of ground, sometimes called "Chantilly" and "Andover", situate and lying in the Fifth Election District of said Anne Arundel County and said State, which is more particularly described as follows, that is to say:

BEGINNING at a stone heretofore planted in place of the original beginning tree of the land called "Howard Range" at the end of the first course of the land called "Lockwood's Adventure" and the beginning of the aforementioned land called "Chantilly"; thence running with and bounding on the lines of the conveyance from William H. Dorsey and wife to Joseph H. Craggs, dated the 19th day of October, 1859, as follows: South seventy-seven degrees East seventy perches South twenty degrees West one hundred twenty perches; thence leaving the outlines of said conveyance and running across the same with a straight line to intersect the tenth or the North twelve degrees East sixty four perches line of the aforesaid conveyance at the end of twenty perches on the said lines; thence running with and bounding on the lines of the aforesaid conveyance to the beginning thereof as follows: North twelve degrees East forty four perches to a stone at the end of said tenth line, North sixty four degrees East twenty eight perches to a stone, North seven degrees East thirty four perches to a stone, South eighty six and one-half degrees, East one hundred eighteen perches to the place of beginning, containing 130 acres of land more or less.

BEING the same land and premises which, by deed dated and recorded as aforesaid, was granted and conveyed by Joseph H. Craggs and Mary Ann Craggs, his wife, to the said Elizabeth A. Hopkins for and during the term of her natural life, with remainder over unto her children surviving her at the time of her death.

SAVING AND EXCEPTING THEREFROM all that portion thereof which by deed dated the 23rd day of December, 1930, and recorded among the Land Records of said Anne Arundel County in Liber F.S.R. No.88

folio 49, etc. was granted and conveyed by the said Cordelah H. Anthony, and others, to Paul S. Clarkson, which is more particularly described as follows, that is to say:

BEGINNING at a stone, the beginning of two parcels of land described in a deed from H.S. Hurbunt to O. H. Wroten, dated the 28th day of October, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 68, folio 62, said stone being at the end of the North seven degrees East thirty-four perch line of the land in a deed from Joseph H. Craggs to Elizabeth A. Hopkins, dated the 1st day of October, 1880, and recorded among said Land Records of Anne Arundel County in Liber S.H. No. 15, folio 266; thence binding on said line reversely South four degrees twenty-three minutes West one hundred four and three-tenths feet to a stone, a corner of the lands of Hopkins, Milbrock and Wroten; thence binding on said line South four degrees twenty three minutes West fifty nine and fourteen-one-hundredths feet to the Southeast side of the right-of-way of the Susquehanna Transit Company of Maryland; thence binding thereon North five degrees thirty four minutes East five hundred ninety-seven and five-one hundredths feet to the last line described in a deed from Craggs to Hopkins; thence binding on said line reversely North eighty eight degrees thirty four minutes West five hundred sixty nine and eighty nine-one hundreds feet to the place of beginning containing 1.0595 acres of land.

TOGETHER with the buildings and improvements thereon, and all and every the rights and appurtenances thereto belonging, of in any wise appertaining.

TO HAVE AND TO HOLD SAID UNDIVIDED INTERESTS in and to said piece or parcel of ground, hereinbefore described, unto and to the proper use and benefit of the said James E. Hopkins, his heirs and assigns, in fee simple.

AND the said Eva M. Hopkins and George C. Hopkins, Junior, covenant that they will warrant specially the land and premises hereby conveyed and will execute such other and further assurances of said land as may be requisite.

AS WITNESS OUR HANDS AND SEALS, the day and year first above written.

Test:	Eva M. Hopkins	(SEAL)
E. Joyce Berry.	George C. Hopkins, Jr.,	(SEAL)

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

I HEREBY CERTIFY, that on this 2nd day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Prince George's County aforesaid, personally appeared Eva M. Hopkins, widow and George C. Hopkins, Junior divorced and unmarried, and each acknowledged the foregoing deed to be their respective act.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(Notarial Seal) E. Joyce Berry, Notary Public.

Recorded August 8, 1947, at 9 A .M.

STATE of Maryland, Anne Arundel County, Sct;

I Hereby Certify, that the foregoing is a true copy of a Deed left for record on August 8th, 1947, and will be recorded in Liber J.H.H.No.\_\_\_\_, folio\_\_\_\_, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 4th day of September, A.D., 1947.

John H. Hopkins, 3rd, Clerk

Filed Oct. 6", 1947.

Filed with Testimony as Examiner's Exhibit No. 6.

## COMPLAINANTS' EXHIBIT G.

D E E D .

THIS DEED made this 23rd day of \_\_\_\_\_, in the year one thousand nine hundred and thirty, by and between ~~and~~ between Cordella Anthony and Oscar W. Anthony, her husband; Charles R. Hopkins and Florence Hopkins, his wife; Josephine H. Clark and Robert E. Clark, her husband; George C. Hopkins and Eva Hopkins, his wife; James E. Hopkins and Elizabeth Hopkins, his wife; of Anne Arundel County, State of Maryland, parties of the first part, and Paul S. Clarkson, of the City of Baltimore, in the State of Maryland, party of the second part. Witnesseth:

That in consideration of the sum of Five Dollars (\$5.00), and other valuable considerations, this day paid, 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 that piece or parcel of land situate in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

Beginning for the same at a stone, the beginning of the two parcels of land described in a deed from H.S. Hurlbut to O. H. Wroten dated October 28, 1929 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 68, folio 62 &c., said stone being at the end of the North 7 degrees East 34 perches line of the land described in a deed from Joseph A. Craggs to Elizabeth A. Hopkins, dated January 10, 1880 and recorded among the aforesaid Land Records in Liber S.H. No. 15, folio 266 &c., thence binding on said line reversely South 4 degrees 23 minutes West 104.3 feet to a stone a corner of the lands of Hopkins, Milbrook and Wroten, thence still binding on said line South 4 degrees 23 minutes West 59.14 feet to the South East side of the right of way of the Susquehanna Transmission Company of Maryland, thence binding thereon North 75 degrees 34 minutes East 597.05 feet to the last line of the land described in the deed from Craggs to Hopkins above referred to and thence binding on said line reversely North 88 degrees 34 minutes West 565.89 feet to the place of beginning. Containing 1.0595 Acres of land more or less.

Being part of the land described in a deed dated January 10, 1880, recorded among the Land Records of Anne Arundel County in Liber S.H. No. 15, folio 266, from Joseph A. Craggs and wife to Elizabeth A. Hopkins for and during her lifetime with remainder to her children who may survive her, The said Elizabeth A. Hopkins having died August 31, 1922, leaving surviving her the said Cordella Anthony, Charles R. Hopkins, Josephine E. Hopkins, George C. Hopkins, James E. Hopkins and Joseph Hopkins, together with Sarah E. Crisp and Mary H. Benson, as her only surviving children. See also deed from Sarah E. Crisp and husband to Charles R. Hopkins, dated April 14, 1923, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 71, folio 153; and deed from Mary H. Benson and husband to Cordella Anthony, dated April 18, 1923, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 71, folio 159.

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

The said Grantors, however, hereby expressly reserve to themselves, their heirs, personal representatives and assigns, the right of crossing the parcel of land hereby conveyed by the lanes and roads as now established and at such other convenient points as may be indicated by the said Grantee, his heirs and assigns, for the purpose of having access to such part or portions of the land and premises of the said Grantors, as may by the conveyance of the said parcel be separated from the rest of the land.

It is understood and agreed that the Grantee, his heirs and assigns, may erect and maintain on the aforesaid parcel of land an electrical transmission line, including the necessary towers, structures, wires, cables, attachments, appliances, and a ground wire counterpoise beneath the surface of the land; and that the Grantee, his heirs and assigns, shall have the right to enter upon the said

parcel of land using as far as practicable existing roads on the adjoining property of the Grantors for the purpose of construction, patrol, repair and maintenance work connected with the transmission line, and also the right to cut down, trim, remove and keep cut all trees and brush upon the Grantors' property adjoining the said parcel of land which might at any time interfere with or be liable to interfere with or fall upon the transmission line.

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 Paul S. Clarkson, 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 hands and seals of said Grantors,

WITNESS	Oscar W. Anthony	(SEAL)
Walter H. Penny	Cordelah H. Anthony	(SEAL)
WITNESS: Charles Krupitsky	Charles R. Hopkins	(SEAL)
Charles Krupitsky	Florence A. Hopkins	(SEAL)
WITNESS:	George C. Hopkins	(SEAL)
Annie M. Rogers, M.N.P.	Eva M. Hopkins	(SEAL)
WITNESS:	Josephine H. Clark	(SEAL)
W. N. Crisp.	Robert E. Clark	(SEAL)
WITNESS:	Elizabeth Hopkins	(SEAL)
W. N. Crisp.	James E. Hopkins	(SEAL)

STATE of New York County of Nassau) To wit:

I Hereby Certify that on this 21st day of March, in the year one thousand nine hundred and thirty-one, before me, the subscriber, a Notary Public of the State of New York, in and for the County of Nassau aforesaid, personally appeared Cordella Anthony and Oscar W. Anthony, her husband, and acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

(Notarial Seal)

Commission expires 3/30/33

Walter H. Penny, Notary Public  
Notary Public Nassau County

STATE OF NEW YORK COUNTY OF NEW YORK) To-Wit:

I Hereby Certify that on this 26 day of Jan. in the year one thousand nine hundred and thirty one, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York, aforesaid, personally appeared Charles R. Hopkins and Florence Hopkins, his wife, and acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

(Notarial Seal)

Charles R. Krupitzky, Notary Public  
Notary Public, New York Co.  
Clerk's No. 219 Registers No. 1K22  
Commission expires March 30, 1931

State of Maryland, \_\_\_\_\_) To-Wit:

I Hereby Certify that on this 2nd day of January, in the year one thousand nine hundred and thirtyone, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared George C. Hopkins and Eva Hopkins, his wife,

and acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

(Notarial Seal)

Annie M. Rogers, N.P. Notary Public

State of Maryland, County of Anne Arundel ) To-Wit:

I Hereby Certify that on this 23 day of December, in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel aforesaid, personally appeared James E. Hopkins and Elizabeth Hopkins, his wife, and acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

(Notarial Seal)

W. N. Crisp, Notary Public

State of Maryland, County of Baltimore ) To-Wit:

I Hereby Certify that on this 26 day of December, in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of \_\_\_\_\_ aforesaid, personally appeared Josephine H. Clark and Robert E. Clark, her husband, and acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

(Notarial Seal)

W. N. Crisp, Notary Public

Recorded 31 March, 1931 at 10 A.M. O.P.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that the foregoing Deed is truly taken and copied from Liber F.S.R. No. 88, folio 49, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 13th day of September, A.D., 1947.

John H. Hopkins, 3rd, Clerk.

Filed October 6", 1947

COMPLAINANTS' EXHIBIT H - DEED.

THIS DEED made this 27th day of June, in the year one thousand nine hundred and thirty-four, by and between JOSEPH H. HOPKINS and Rosalie Hopkins, his wife, of Washington, D.C., parties of the first part, and SUSQUEHANNA TRANSMISSION COMPANY OF MARYLAND, a body corporate of the State of Maryland, party of the second part. WITNESSETH:

That in consideration of the sum of Five Dollars (\$5.00), and other valuable considerations, this day paid, 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, its successors and assigns, in fee simple, all that piece or parcel of land situate in the Fifth Election District of Anne Arundel County, State of Maryland, and described as follows: that is to say:

Beginning for the same at a stone, the beginning of the two parcels of land described in a deed from H.S. Hurlbut to O.H. Wroten dated October 28, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 68, folio 62 etc., said stone being at the end of the North 7 degrees East 34 perches line of the land described in a deed from Joseph A. Craggs to Elizabeth A. Hopkins dated January 10, 1880, and recorded among the aforesaid Land Records in Liber S.H. No. 15, folio 266, etc., thence binding on said line reversely South 4 degrees 23 minutes West 104.3 feet to a stone a corner of the lands of Hopkins, Millbrook and Wroten, thence still binding on said line South 4 degrees 23 minutes West 59.14 feet to the South east side of the right of way of the Susquehanna Transmission Company of Maryland, thence binding thereon North 75 degrees 34 minutes East 597.05 feet to the last line of the land described in the deed from Craggs to Hopkins above referred to and thence binding

on said line reversely North 88 degrees 34 minutes West 565.89 feet to the place of beginning.

CONTAINING 1.0595 Acres of land more or less.

BEING a part of the land described in a deed dated January 10, 1880, recorded among the Land Records of Anne Arundel County in Liber S.H. No. 15, folio 266, from Joseph A. Craggs and wife to Elizabeth A. Hopkins for and during her lifetime with remainder to her children who may survive her. The said Elizabeth A. Hopkins having died August 31, 1922, leaving surviving her the said Cordella Anthony, Charles R. Hopkins, Josephine E. Hopkins, George C. Hopkins, James E. Hopkins and Joseph Hopkins, together with Sarah E. Crisp and Mary E. Benson, as her only surviving children. See also deed from Sarah E. Crisp and husband to Charles R. Hopkins, dated April 14, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 71, folio 153; and deed from Mary H. Benson and husband to Cordella Anthony dated April 18, 1923, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 71, folio 159.

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

The said Grantors, however, hereby expressly reserve to the themselves, their heirs, personal representatives and assigns, the right of crossing the parcel of land hereby conveyed by the lanes and roads as now established and at such other convenient points as may be indicated by the said Grantee, its successors and assigns, for the purpose of having access to such part or portions of the land and premises of the said Grantors, as may by the conveyance of the said parcel be separated from the rest of the land.

It is understood and agreed that the Grantee, its successors and assigns, may erect and maintain on the aforesaid parcel of land an electrical transmission line, including the necessary towers, structures, wires, cables, attachments, appliances, and a ground wire counterpoise beneath the surface of the land, and that the Grantee, its successors and assigns, shall have the right to enter upon the said parcel of land using as far as practicable existing roads on the adjoining property of the Grantors for the purpose of construction, patrol, repair and maintenance work connected with the transmission line and also the right to cut all trees and brush upon the Grantor's property adjoining the said parcel of land which might at any time interfere with or be liable to interfere with or fall upon the transmission line.

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 Susquehanna Transmission Company, its successors and assigns, in fee simple.

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

WITNESS the hands and seals of said Grantors.

WITNESS:

R.L. Bortner as to both.

Joseph H. Hopkins,

(SEAL)

Rosalie Hopkins

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE TO-WIT:

I HEREBY CERTIFY THAT on this 27th day of June, in the year one thousand nine hundred and thirty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and

for the City aforesaid, personally appeared JOSEPH HOPKINS and ROSALIE HOPKINS, his wife, and acknowledged the foregoing deed to be their respective act.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Margaret S. McCormick, Notary Public.

My Commission expires May 6, 1935.

Recorded-2nd-Aug. 1934-at-3:30-P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY: SCT:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber W.M.B. No. 125, at folio 462, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 13th day of September, A.D., 1947.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed October 6", 1947

COMPLAINANTS' EXHIBIT I - GRANT.

NO STAMPS REQUIRED.

The undersigned hereby grant to CONSOLIDATED GAS ELECTRIC LIGHT AND POWER COMPANY OF BALTIMORE, its successors, licenses, and assigns, for value received, the right to construct operate and maintain a pole line including the necessary poles, cross-arms guys, appurtenances electric and other wires over the property of the undersigned situated on the west side of Nursery Road north and south of Andover Road, and on the north and south sides of Andover Road west of Nursery Road in Anne Arundel County and acquired from Joseph A. Craggs and wife, by deed dated January 10th, 1880 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 15, folio 266 (see also liber W.N.W. No. 71, folios 153 and 159.

Said pole line to be located along and adjacent to the west side of Nursery Road and the north and south side of Andover Road, as said roads are now or hereafter located over the above mentioned property at such points as the proper extension of the service of said Company may require.

Together with the right of access at all times to said pole line; the right to make extensions of said line over the above mentioned land to adjacent properties; and the right to top or trim trees adjacent to the wires in order to provide ample clearance.

WITNESS our hands and seals this 27th day of March, 1940.

Witness Henry M. Phipps  
(8) Eight,

James Hopkins (Seal)

Elizabeth Hopkins (Seal)

Robert E. Clark, Jr. (Seal)

Grace Clark (Seal)

A. Frank Stiegler, Jr.,

George C. Hopkins (Seal)

as to Florence A. and

Eva M. Hopkins (Seal)

Charles R. Hopkins

Robert C. Benson (Seal)

Mary H. Hopkins (Seal)

Florence A. Hopkins (Seal)

as to Cordelia H. Anthony  
Phyllis L. Hopkins  
Charles R. Hopkins as to

Charles H. Hopkins (Seal)

Cordelah H. Anthony (Seal)

Joseph J. Hopkins and  
Rosalie E. Hopkins

Joseph H. Hopkins (Seal)

Rosalie E. Hopkins, (Seal)

STATE OF MARYLAND, Anne Arundel County, to wit:

I Hereby Certify that on this 27th day of March, 1940, before me, the subscriber, a Notary

Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared James E. Hopkins, Elizabeth Hopkins, his wife; Robert E. Clark, Jr., Grace Clark, his wife; George Clark, his wife; George C. Hopkins, Eva M. Hopkins, his wife, Robt. C. Benson, Mary H. Hopkins, and acknowledged the foregoing agreement to be their act and deed.

(Notarial Seal)

Henry N. Phipps, Notary Public

State of New York, County of Nassau, To Wit:

I Hereby Certify, that on this 5th day of April, 1940, before me the subscriber, a Notary Public of the State of New York; in and for the County of Nassau aforesaid, personally appeared Florence A. Hopkins and Charles R. Hopkins, and acknowledged the foregoing agreement to be their act and deed.

Witness my hand and Notarial Seal.

(Notarial Seal)

A. Frank Stiegler, Notary Public #1393.

STATE OF CALIFORNIA, COUNTY OF SAN MATEO, To Wit:

I Hereby Certify, that on this 9th day of April, 1940, before me, the subscriber a Notary Public of the State of California, in and for the County of San Mateo aforesaid, personally appeared Cordelah H. Anthony and acknowledged the foregoing agreement to be her act and deed.

Witness my hand and Notarial Seal.

(Notarial Seal)

J. A. Buhler, Notary Public

District of Columbia, To Wit:

I Hereby Certify, that on this 22nd day of April, 1940, before me the subscriber, a Notary Public of the State of Virginia, in and for the District aforesaid, personally appeared Joseph H. Hopkins and Rosalie E. Hopkins and acknowledged the foregoing agreement to be their act and deed.

Witness my hand and Notarial Seal.

(Notarial Seal)

W. H. Wills Notary Public, D.C.

My Commission expires October 14, 1941

291 E. St., N.W.

Recorded June 11, 1940, at 3:30 P.M.

State of Maryland, Anne Arundel County, To Wit:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 219, folio 114, 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 September, A. D., 1947.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed October 6, 1947

ORDER OF PUBLICATION.

MARY ANN BENSON, ET AL : No. 9311 Equity  
VERSUS : In the Circuit Court for  
JAMES E. HOPKINS, ET AL, : Anne Arundel County.  
. . . . .

Charles F. Rechner and Charles F. Rechner, Jr., Solicitors  
100 St. Paul Street, Baltimore, Maryland.

In the Circuit Court for Anne Arundel County, in Equity, No. 9311-Docket 13, Folio 77 Mary Ann Benson and Robert C. Benson, her husband, Complainants, Versus James E. Hopkins and Kathryn Elizabeth Hopkins, his wife, Sarah Elizabeth Crisp, widow, Cordelah H. Anthony, widow, Joseph H. Hopkins and Rosalie Hopkins, his wife, Robert E. Clark, Jr., and Grace R. Clark, his wife, and Roberta Hopkins Clark, Defendants.

The object of this bill is to obtain a decree for the sale for the purpose of partition of the fee simple property known as parts of "Chantilly" and "Andover", containing one hundred

and thirty acres, more or less, and located in the Fifth Election District of Anne Arundel County Maryland, and for an accounting for the proceeds of sale of timber made by James E. Hopkins.

The bill shows that by Deed dated January 10, 1880, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 15, folio 266, Joseph H. Craggs and wife conveyed unto their daughter, Elizabeth A. Hopkins, all of those parts of the tracts of land called "Chantilly" and "Andover", situated in the Fifth Election District of Anne Arundel County, Maryland, described as follows:

BEGINNING for the same at a stone heretofore planted in place of the original beginning tree of the land called "Howards Range" at the end of the first course of the land called "Lockwoods Adventure" and the beginning of the aforementioned land called "Chantilly"; thence running with and bounding on the lines of the conveyance from William H. Dorsey and wife to Joseph H. Craggs bearing date the 19th day of October, one thousand eight hundred and fifty nine as follows: South seventy-seven degrees east seventy perches; south twenty degrees west one hundred and twenty perches; thence leaving the outlines of said conveyance and running across the same with a straight line to intersect the tenth or north twelve degrees east sixty-four perch line of the aforesaid conveyance at the end of twenty perches on the said line; thence running with and bounding on the lines of the aforesaid conveyance to the beginning thereof as follows, north twelve degrees east forty-four perches to a stone at the end of the said tenth line; north sixty-four degrees east twenty-eight perches to a stone; north seven degrees east thirty-four perches to a stone; south eighty-six and one-half degrees east one hundred eighteen perches to the place of beginning. Containing 130 acres of land more or less. The said Elizabeth A. Hopkins to hold during her natural life and at her death, the remainder over to her children who may survive her in fee forever. That Elizabeth A. Hopkins died August 31, 1922, leaving surviving her, Cordelah H. Anthony, Charles R. Hopkins, Mary Ann Benson, George C. Hopkins, James E. Hopkins, Sarah Elizabeth Crisp, Josephine E. Hopkins and Joseph H. Hopkins, her children. That subsequently Sarah Elizabeth Crisp and husband conveyed their interest <sup>in said property</sup> to Charles R. Hopkins. That Mary Ann Benson and husband conveyed their interest in said property to Cordelia H. Anthony, who subsequently re-conveyed said interest to Mary Ann Benson. That Josephine E. Hopkins died in November, 1936, intestate leaving surviving her as her sole heirs at law, her husband, Robert E. Clark Jr., and her daughter Roberta Hopkins Clark. That George C. Hopkins died April 4, 1941, leaving surviving him, his widow, Eva M. Hopkins, and an only child, George C. Hopkins, Jr., and by his will duly admitted to probate by the Orphans Court of Prince Georges County, Maryland, devised all of his property to his said wife, Eva M. Hopkins. That Charles R. Hopkins died in February, 1946, intestate, leaving surviving him as his sole heirs at law, Roberta Hopkins Clark, Cordelah H. Anthony, Sarah Elizabeth Crisp, James E. Hopkins, George C. Hopkins, Jr., Mary Ann Benson, Joseph H. Hopkins, Jr., That Eva M. Hopkins and George C. Hopkins, Jr., subsequently conveyed their interest in said property to James E. Hopkins. That the property in these proceedings is subject to certain rights for electrical transmission lines. That Mary Ann Benson, James E. Hopkins, Sarah Elizabeth Crisp, Cordelah H. Anthony, Joseph H. Hopkins, Robert E. Clark, Jr., Roberta Hopkins Clark are seized in fee simple of said property as tenants in common. That the said James E. Hopkins has been in possession of the said property and has appropriated the rents, issues and profits thereof to his own use; that he has not accounted to the Complainants for the sale of certain timber. That the said real estate is not susceptible of partition in kind without material loss or injury to the parties concerned and it will be to the benefit and advantage of said parties that said property be sold and the proceeds be divided among said parties according to their respective interests.

It is thereupon this 6th day of October, 1947, by the Circuit Court for Anne Arundel County, in

Equity, Ordered that Complainants, by causing a copy of this Order to be inserted in some newspaper, having a general circulation in Anne Arundel County once a week for four successive weeks before the 15<sup>th</sup> day of November, give notice of the object and substance of this bill to the following defendants, namely, Cordelah H. Anthony, Joseph H. Hopkins and Rosalie Hopkins, his wife, who are non-residents of the State of Maryland, warning them to appear in this Court in person or by solicitor on or before the 1st day of December, 1947, to show cause, if any they have, why the relief prayed for should not be granted and why a decree should not be passed as prayed.

True Copy, Test: John H. Hopkins, 3rd, Clerk. John H. Hopkins, 3rd, Clerk.  
Filed Oct. 6<sup>th</sup>, 1947

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 30, 1947

We hereby certify, that the annexed Order of Publication-Charles F. Rechner 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, 1947. The first insertion being made the 9th day of October, 1947.

THE CAPITAL-GAZETTE PRESS, INC.,  
By Shirley McDonald

Filed 7 November, 1947

ANSWER OF JAMES E. HOPKINS AND KATHERYN ELIZABETH HOPKINS.

The joint and several answer of James E. Hopkins and Katheryn Elizabeth Hopkins, his wife, to the Bill of Complaint exhibited against them in this Honorable Court by Mary Ann Benson and Robert C. Benson respectfully shows:

(1) That they admit the allegations contained in paragraphs 1, 2<sup>nd</sup> and 3 of said Bill.

(2) That in answer to paragraph 4 of said Bill, your Respondents admit the matters therein contained, except they allege that by the deed referred to in said paragraph, the said Mary Ann Benson, and Robert C. Benson, her husband, actually only conveyed unto the said Cordelah H. Anthony a one-eighth undivided interest in the property therein mentioned, rather than a one-seventh undivided interest.

(3) That in answer to paragraph 5 of said Bill, your Respondents admit that by the deed mentioned in said paragraph the said Cordelah H. Anthony purported to reconvey to the said Mary Ann Benson an undivided one-seventh interest in said land, but that actually by said deed the said Cordelah H. Anthony reconveyed to the said Mary Ann Benson the same undivided one-eighth interest in said land which she had acquired from the said Mary Ann Benson by the deed referred to in paragraph 4 of said Bill.

(4) That your Respondents admit the matters alleged in paragraphs 6, 7, 8, 9, 10, 11 and 12 of said Bill,

(5) That in answer to paragraph 31 of said Bill, your Respondents admit that the said James E. Hopkins has been in possession of the property in question since the death of his mother, the life tenant, the said Elizabeth A. Hopkins; that after the death of the said Elizabeth A. Hopkins, all of her heirs, with the exception of the said Joseph H. Hopkins (who was then thought to have predeceased his mother), held a family conference at which all the other heirs present advised the said James E. Hopkins that none of them desired to occupy said property, and said other heirs present agreed with the said James E. Hopkins that he should have the right to occupy and farm said property for his own use and benefit, and without the payment of any rent, he to pay all taxes on said property; that from that time to the present, under said agreement, the said James E. Hopkins has occupied and farmed said property in a farmlike manner, and has used all the profits

from said property for the betterment thereof, and has greatly enhanced the value of said property all of which has inured to the benefit of the parties to this cause.

(6) That in answer to paragraph 14 of said Bill, your Respondents aver that in or about the month of February, 1943, the said James E. Hopkins sold about twenty acres of sparse, old timber to the Jarvis Lumber Company, for which he received Five Hundred and Fifty Dollars (\$550.00), and that he has paid some of his co-heirs one-seventh thereof apiece; that in or about the month of February, 1947, he sold about twenty-one cords of pulp wood to Clifford Loughry, for which he received the sum of Eighty-three Dollars and Fifty-four Cents (\$83.54); that said sales are the only sales of timber which the said James E. Hopkins has made from said property; that the share of the said Mary Ann Benson, Plaintiff, in said amounts, would total \$80.75, which amount the said James E. Hopkins is ready and willing to pay over to the said Mary Ann Benson at any time.

(7) That your Respondents admit the allegations contained in paragraph 15 of said Bill.

AND having fully answered said Bill of Complaint, your Respondents pray that they may be hence dismissed with their proper costs.

C. Ferdinand Sybert,  
Solicitor for named Defendants.

Filed November 15, 1947.

ANSWER OF JAMES E. HOPKINS TO INTERROGATORIES.

The answer of James E. Hopkins to interrogatories appended to Bill of Complaint.

(1) I have sold the following timber from the property described in the Bill of Complaint, during my possession, namely:

(a) About twenty acres of sparse, old timber to Jarvis Lumber, Old Annapolis Road near Baltimore City line,

(b) About twenty-one cords of pulp wood to Clifford Loughry, of Hanover, Maryland.

(2) I was paid by Jarvis Lumber Company the sum of \$550.00 for said timber sold to it, and was paid by the said Clifford Loughry the sum of \$83.54 for the pulp wood sold to him. The said sale of timber to Jarvis Lumber Company was made in or about February, 1943, and said sale of pulp wood to Clifford Loughry was made in or about February, 1947.

(3) I have no documents in connection with said sale of timber to the Jarvis Lumber Company, which merely paid cash before beginning operations. I have a few delivery receipts showing the delivery of said pulp wood by said Clifford Loughry to Congoleum Nairn, Inc. Cedarhurst, Baltimore County, Maryland.

(4) Congoleum Nairn, Inc. Cedarhurst, Baltimore County, Maryland

(5) I partially distributed the \$550.00 proceeds of said sale of timber to Jarvis Lumber Company as follows:

To Cordelah H. Anthony, . . . . .	\$68.75
To Charles R. Hopkins . . . . .	137.50
To Roberta H. Clark	68.75

STATE OF MARYLAND, HOWARD COUNTY, Sect.:

I HEREBY CERTIFY, that on this 13th day of November, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared James E. Hopkins and he made oath in due form of law that the above answers made by him to the interrogatories filed with the Bill of Complaint in the cause entitled "Mary Ann Benson and husband vs. James E. Hopkins, et al.", No. 9311 Equity in the Circuit Court for Anne Arundel County, are true, to the best of his knowledge and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(Notarial Seal)

Hilder L. Curran  
Notary Public

Filed 15 November, 1947.

ANSWERS OF CORDELAH H. ANTHONY, ROBERT E. CLARK, JR., AND GRACE R. CLARK, HIS WIFE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer of Cordelah H. Anthony, Robert E. Clark, Junior, and Grace R. Clark his wife, to the bill of complaint heretofore exhibited against them in the above entitled case respectfully represents:

(1) That they admit the matters and things alleged in the first, second and third paragraphs of said bill

(2) That answering the fourth paragraph of said bill, your Respondents admit the matters and things therein alleged, except as to the quantity of said undivided interest by said deed alleged to have been conveyed, and on the contrary say that only a one-eighth undivided interest was conveyed by the deed therein mentioned.

(3) That answering the fifth paragraph of said bill, your Respondents admit the matters and things therein alleged, but say that only a one-eighth undivided interest was conveyed by the deed in said paragraph mentioned, it being the same undivided interest in said land which the said Mary Ann Benson and her husband conveyed to the said Cordelah H. Anthony, as mentioned in the fourth paragraph of said bill.

(4) That your Respondents admit the matters and things alleged in the sixth, seventh, eighth, ninth, tenth, eleventh and twelfth paragraphs of said bill.

(5) That answering the thirteenth paragraph of said bill, your Respondents admit that the said James E. Hopkins has been in possession of the property therein mentioned since the death of the life tenant, the said Elizabeth A. Hopkins, but they neither admit nor deny that the said James E. Hopkins has appropriated the rents, issues and profits of the land, orchards and buildings to his own use, but call for strict proof thereof.

(6) That answering the fourteenth paragraph of said bill, your Respondents admit that the said James E. Hopkins has, from time to time, sold standing timber growing on the property therein mentioned, but they have no knowledge of whether the said Mary Ann Benson was ever paid her share of the proceeds thereof, and admit that the said James E. Hopkins has made payments to some of the other co-tenants out of the proceeds of said sales.

(7) That answering the fifteenth paragraph of said bill, your Respondents admit the fee simple real estate described in paragraph one of said bill is not susceptible of partition in kind without material loss or injury to the parties concerned, but they neither admit nor deny that it will be to the benefit and advantage of the infant defendant and the other parties hereto that said fee simple real estate be sold at this time, and the proceeds derived from the sale thereof be divided among the parties thereto, according to their respective interest, and call for strict proof thereof.

AND having fully answered said bill, your Respondents pray that they may hence be dismissed.

C. Orman Manahan, Solicitor for Cordelah  
H. Anthony, Robert E. Clark, Jr. and Grace R. Clark, his wife,  
Defendants.

Filed November 19<sup>th</sup>, 1947

ANSWER OF SARAH E. CRISP.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your ORATORS complaining say:

Comes Sarah Elizabeth Crisp, one of the defendants:

1. That she, Sarah Elizabeth Crisp admits the allegations in the Bill of Complaint filed by Mary Benson, and;
2. That she, consents to passage of decree and suggests that Charles F. Rechner and Charles

F.Rechner,Jr., be appointed trustee's.

By

Joseph W.Scholz,

Sarah Elizabeth Crisp,

Widow,

Attorney for Sarah Elizabeth Crisp.

(one of the defendants)

Filed November 19<sup>th</sup>, 1947

ANSWER OF ROBERTA HOPKINS CLARK,an Infant, By

Robert E.Clark, Jr., her Guardian.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Roberta Hopkins Clark,an infant,by Robert E. Clark,Junior,her Guardian, duly appointed as such by the Orphans' Court of Howard County, under date of October 1st, 1946,to the bill of complaint exhibited against the said Roberta Hopkins Clark,an infant,and others,in the above entitled case,respectfully represents unto your Honors:

(1) That said Guardian admits the matters and things alleged in the first,second and third paragraphs of said bill.

(2) That answering the fourth paragraph of said bill,said Guardian admits the matters and things therein alleged,except as to the quantity of said undivided interest by said deed alleged to have been conveyed,and on the contrary says that only a one-eighth undivided interest was conveyed by said deed therein mentioned.

(3)That answering the fifth paragraph of said bill, said Guardian admits the matters and things therein alleged, except as to the quantity of the undivided interest proported to have been conveyed by the deed in said paragraph mentioned, it being the same undivided interest in said land,which the said Mary Ann Benson and her husband conveyed to the said Cordelah H.Anthony,as mentioned in the fourth paragraph of said bill.

(4) That said Guardian admits the matters and things alleged in the sixth,seventh,eighth,ninth, tenth,eleventh and twelfth paragraphs of said bill.

(5) That answering the thirteenth paragraph of said bill, said Guardian admits that the said James E. Hopkins has been in possession of the property therein mentioned since the death of the life tenant, the said Elizabeth A. Hopkins,but neither admits nor denies that the said James E. Hopkins has appropriated the rents, issues and profits of the lands, orchards and buildings to his own use, but calls for strict proof thereof.

(6) That answering the fourteenth paragraph of said Bill, said Guardian admits that the said James E.Hopkins has, from time to time,sold standing timber growing on the property therein mentioned, but has no knowledge of whether the said Mary Ann Benson has ever been paid her share of the proceeds thereof, and admits that the said James E. Hopkins has made payments to some of the other co-tenants out of the proceeds of said sale.

(7) That answering the fifteenth paragraph of said bill, said Guardian admits that the fee simple real estate described in paragraph one of said bill is not susceptible of partition in kind without material loss or injury to the parties concerned, but neither admits nor denies that it will be to the benefit and advantage of his ward,the said Roberta Hopkins Clark, the infant defendant herein,and the other parties hereto, that said fee simple real estate be sold at this time, and the proceeds derived from the sale thereof among the parties thereto,according to their respective interest, and calls for strict proof thereof.

AND having fully answered said bill, said Guardian prays that he may hence be dismissed.

C. Orman Manahan, Solicitor for Robert E.Clark,  
Junior,Guardian of Roberta Hopkins Clark, an Infant.

Filed November 19, 1947.

MARY ANN BENSON, ET AL. : No. 9311 EQUITY  
 VS. : IN THE CIRCUIT COURT  
 : FOR  
 JAMES E. HOPKINS, ET AL? : ANNE ARUNDEL COUNTY.  
 . . . . .

DECREE PRO CONFESSO

THE Defendants, Joseph H. Hopkins and Rosalie Hopkins, after Order of Publication duly published (or served), having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication;

It is thereupon this 20 day of December, 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 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.

WILLIAM J. McWILLIAMS, Judge.

Filed 20 December, 1951.

TESTIMONY ON BEHALF OF PLAINTIFFS.

January 29, 1948

Present:

Charles F. Rechner, Esq., and  
Charles F. Rechner, Jr., Esq.  
Solicitors for Plaintiffs

C. Ferdinand Sybert, Esq.,  
Solicitor for Defendants  
James E. Hopkins and Wife.

No. 9311 EQUITY

C. Orman Manahan, Esq.,  
Solicitor for Defendants  
Cordelah H. Anthony,  
Robert E. Clark, Jr. and  
Grace R. Clark, his wife  
Robert E. Clark, Jr., Guardian of Roberta Hopkins Clark

Joseph W. Scholz, Esq.,  
Solicitor for Defendant  
Sarah Elizabeth Crisp

John S. Strahorn, Esq., Examiner  
Laura R. Jickling, Special Stenographer

WITNESSES.

Sarah Elizabeth Crisp  
Harold H. Benson  
J. Brooks Mellor  
Charles F. Lee

Pages 1 to 10, inc.  
Pages 11 to 15, Inc.  
Pages 16 to 21, Inc.  
Pages 22 to 27, Inc.

SARAH E. CRISP, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

By Mr. Strahorn:

Q. 1 Please state your name and residence.

A. Sarah Elizabeth Crisp, 100 Fifth Avenue, Brooklyn Park, Maryland.

Q. 2 Do you know the parties to this suit?

A. I do.

Q. 3 You know all of them?

A. I do, I am one of the defendants.

By Mr. Rechner, Jr.:

Q. 1 Mrs. Crisp, do you know the parties to this suit?

A. I do.

Q. 2. You are a party defendant, are you not?

A. I am.

Q. 3 Do you know the other parties to this suit?

A. Yes.

Q. 4 What relationship do you bear to them?

A. I am the daughter of Elizabeth A. Hopkins, deceased, and the other parties to this suit are my brothers and sisters and my niece, Roberta Hopkins Clark.

Q. 5 When did your mother, Elizabeth A. Hopkins, die and who did she leave surviving her at the time of her death?

A. Elizabeth A. Hopkins died on August 31, 1922, and she left surviving:

(1) A daughter Cordella H. Anthony, wife of Oscar W. Anthony, who is now deceased;

(2) A son, Charles R. Hopkins, whose wife, Florence Hopkins, pre-deceased him, he being also now deceased;

Q. 6 Did Charles R. Hopkins leave any children or descendants surviving him?

A. No.

Q. 7 Just continue with the heirs of Elizabeth A. Hopkins.

(3) A daughter, Mary Ann Benson, who is the wife of Robert C. Benson, the complainants herein;

(4) A son, George C. Hopkins, who married Eva M. Hopkins. The said George C. Hopkins died April 4, 1941, leaving surviving his widow, Eva M. Hopkins, and an only child, George C. Hopkins, Jr., as his only heirs at law.

Q. 8 George C. Hopkins, Jr., wasn't the only survivor of George C. Hopkins, was he? Did not Mr. George C. Hopkins leave a widow?

A. Yes, he left a widow, Eva M. Hopkins.

Q. 9 Just continue, Mrs. Crisp.

(5) A son, James E. Hopkins, who is married to Katheryn Elizabeth Hopkins, both of whom are defendants in this suit.

(6) A daughter, Josephine E. Hopkins, who, subsequent to her mother's death, married Robert E. Clark, Jr., She is now deceased, having died in the month of November, 1936, and her husband, Robert E. Clark, Jr., is one of the defendants to this suit.

Q. 10 Did Josephine E. Hopkins leave a Will?

A. No.

Q. 11 Whom did she leave surviving her as her heirs at law?

A., Robert E. Clark, Jr., her husband, who has remarried and whose wife's name is Grace R. Clark, who, with her husband, are defendants herein, and her daughter, Roberta Hopkins Clark, who is also a defendant.

(7) A son, Joseph H. Hopkins, who married Rosalie Hopkins, both of whom are defendants in this case;

(8) A daughter, myself, Sarah Elizabeth Crisp. My husband was William N. Crisp. He is now deceased.

Mr. Rechner:

I offer in evidence Complainants' Exhibit A, which is a certified copy of a deed from Joseph H. Craggs and Mary Ann Craggs, his wife, to Elizabeth A. Hopkins for life with remainder over to her surviving children, which deed is dated January 10, 1880, and recorded among the Land Records of Anne Arundel County in Liber S.H., No. 15, folio 266.

(Filed with the testimony as Examiner's Exhibit No. 1).

Q. 12. Mrs. Crisp, I show you this deed. Look it over please, look at the description. Are you familiar with the property conveyed by that deed?

A. Yes, I am.

Q. 13 Is it the property mentioned in the bill of complaint in this case?

A. It is.

Q. 14. Did you dispose of the original interest that you had in this property after your mother's death?

A. Yes, I sold my share to my brother, Charles R. Hopkins.

Mr. Rechner:

I now offer in evidence Complainants' Exhibit B, which is a certified copy of the deed dated April 14, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 71, folio 153, from Sarah Elizabeth Crisp and husband to Charles R. Hopkins.

(Filed herewith and marked Examiner's Exhibit No. 2)

Q. 15. Did any of your brothers or sisters dispose of their interest in the property after your Mother's death?

A. My sister, Mary Ann Benson, sold her interest to Cordelah H. Anthony, which interest, however, was subsequently reconveyed by Cordelah H. Anthony to Mary Ann Benson.

Mr. Rechner:

Q. 16. I now offer in evidence Complainants' Exhibit C, which is a certified copy of a deed dated April 18, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 71 folio 159, from Mary Hopkins Benson and husband to Cordelia Anthony.

(Filed herewith and marked Examiner's Exhibit No. 3)

I offer in evidence Complainants' Exhibit E, which is a deed dated June 30, 1942, and recorded among the Land Records among the Land Records of Anne Arundel County in Liber J.H.H. No. 262 folio 336, from Cordelah Anthony, Widow, to Mary Hopkins Benson. Mrs Crisp, will you look at the signature on this deed and tell me if it is the signature of your sister, Cordelah Anthony.

A. It is.

Q. 17 Was the Mary Hopkins Benson referred to in this deed you just looked at your sister Mary Ann Benson?

A. Yes.

(Filed herewith and marked Examiner's Exhibit No. 4)

Q. 18 At the time of your mother's death, how many of your brothers and sisters were living?

A. Three brothers and three sisters, according to our belief at that time. One of our brothers Joseph H. Hopkins, had been away and he didn't see fit to communicate with the family. We hadn't heard from him for at least twenty years and we assumed that he was dead.

Q. 19 Mrs. Crisp, is that the reason why you conveyed, or purported to convey, in your deed a one-seventh interest to your brother, Charles R. Hopkins, instead of a one-eighth interest which, as you have said here, is the actual interest you owned at that time?

A. Yes.

Q. 20 That is also true with respect to the interest conveyed by your sister, Mary Ann Benson, and re-conveyed to her by Cordelah Anthony, is it not.

A. Yes.

Q. 21 Did your brother George C. Hopkins leave a will?

A. Yes.

Mr. Rechner

I offer in evidence Complainants' Exhibit D, which is a certified copy of the Will of George C. Hopkins and the Order admitting the same to probate in the Orphans Court of Prince George County, Maryland, on April 29, 1941, and recorded in Wills Liber W.T.D. No. 6, folio 447.

(Filed herewith and marked Examiner's Exhibit No. 5)

Q. 22 Do you know to whom George C. Hopkins left his interest in the farm property under this Will?

A. Yes, to Eva M. Hopkins, his widow

Q. 23 When did your brother, Charles R. Hopkins, die?

A. In February, 1946.

Q. 24. Did he leave a Will?

A. No.

Q. 24 Who were his surviving heirs at law?

A. My brothers, Joseph H. Hopkins and James E. Hopkins, and my sisters, Mary Ann Benson, Cordelia H. Anthony, my nephew, George C. Hopkins, Jr., and my niece, Roberta Hopkins Clark, and myself.

Q. 25 Do Eva M. Hopkins and George C. Hopkins, Jr. now have any interest in this property?

A. No, they conveyed all their interest to my brother, James E. Hopkins.

Mr. Rechner:

I offer in evidence Complainants' Exhibit F, which is a certified copy of a deed dated July 2 1947, and recorded among the Land Records of Anne Arundel County on August 8, 1947, from Eva M. Hopkins, and George C. Hopkins, Jr., to James E. Hopkins.

(Filed herewith and marked Examiner's Exhibit No. 6).

Q. 26 Are all the parties to these proceedings all of the parties who have any interest in the property in this suit?

A. Yes.

Q. 27 Are all the parties to this suit over the age of twenty-one years?

A. Yes, except my niece, Roberta Hopkins Clark, who is an infant nineteen years of age, and unmarried.

Q. 28 Does Roberta Hopkins Clark have a legal guardian?

A. Yes.

Q. 29 Who is her Guardian, Mrs. Crisp:

A. Robert E. Clark, Jr.,

Mr. Rechner;

I offer in evidence a certified copy of Letters of guardianship issued by the Orphans Court of Howard County, appointing Robert E. Clark, Jr., guardian of Roberta Hopkins Clark.

(Filed herewith and marked Examiner's Exhibit No. 7)

Q. 30 Are all the parties to this proceeding residents of the State of Maryland.

A. All with the exception of Cordelia Anthony, who is a resident of the State of California, and Joseph H. Hopkins and Rosalie Hopkins, his wife, who are residents of the State of Virginia.

Mr. Rechner;

I offer in evidence an affidavit of Joseph H. Hopkins stating that he has received a copy of the Order of Publication and that he is not now a resident of the State of Maryland, and except for short intervals has not resided in that State for forty years.

(Counsel admit affidavit by stipulation)  
(Filed herewith and marked Examiner's Exhibit No. 8)

Q. 31 Now Mrs. Crisp, can the property which is the subject matter of this suit be divided in kind among the parties in interest without material loss and injury to the parties to this suit?

A. No.

Q. 32 Then, in order to divide the property, would it be necessary to sell it and make division of the proceeds among the parties entitled thereto according to their respective interests?

A. Yes.

Mr. Rechner:

I now offer in evidence Complainants' Exhibits G, H and I. The first is a conveyance made by Cordelia H. Anthony, et al, to Paul S. Clarkson, dated about the 23rd day of December, 1930, and recorded

among the Land Records of Anne Arundel County in Liber F.S.R. No.88 folio 49, which conveys 1,0595 acres of land out of the property described in the bill of complaint.

(Filed herewith and marked Examiner's Exhibit No. 9)

The second is a deed dated June 27, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 125 folio 462, from Joseph H. Hopkins and wife to the Susquehanna Transmission Company of Maryland, and conveys the interest of the grantors in 1.0595 acres of land out of the property described in the bill of complaint.

(Filed herewith and marked Examiner's Exhibit No. 10)

The Third is a conveyance from James Hopkins, et al, to the Consolidated Gas Electric Light and Power Company of Baltimore dated March 27, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 219 folio 104, granting a right of way for poles.

(Filed herewith and marked Examiner's Exhibit No. 11)

Now I would like to read in evidence the interrogatories addressed to James E. Hopkins that were filed with the bill of complaint and his answers to said interrogatories;

"INTERROGATORIES TO JAMES E. HOPKINS:

1. What quantity of timber have you sold from the property described in the Bill of Complaint during your possession?

2. What payments were made to you for such timber and by whom, giving the approximate dates of each sale and the monies received from each of said sales?

3. What memoranda accounts or other documents do you have in your possession with relation to sales of timber and the sums received therefor?

4. What are the names of any persons, other than those specified in No. 2 above, who, to your own knowledge, have information about quantity of timber sold and the price received by you?

5. To whom did you distribute the proceeds of sales of timber and what sums were distributed?"

ANSWERS TO INTERROGATORIES:

1. I have sold the following timber from the property described in the bill of complaint during my possession, namely:

(a) About twenty acres of sparse, old timber to Jarvis Lumber Company, Old Annapolis Road, near Baltimore City line.

(b) About twenty-one cords of pulp wood to Clifford Loughry, of Hanover, Maryland.

(2) I was paid by Jarvis Lumber Company the sum of \$550.00 for said timber sold to it, and was paid by the said Clifford Loughry the sum of \$83.54 for the pulp wood sold to him.

The said sale of timber to the Jarvis Lumber Company was made in or about February, 1943, and said sale of pulp wood to Clifford Loughry was made in or about February, 1947.

(3) I have no documents in connection with said sale of timber to the Jarvis Lumber Company, which merely paid cash before beginning operations. I have a few delivery receipts showing the delivery of said pulp wood by said Clifford Loughry to Congoleum Nairn, Inc., Cedarhurst, Baltimore County, Maryland.

(4) Congoleum Nairn, Inc., Cedarhurst, Baltimore County, Maryland.

(5) I partially distributed the \$550.00 proceeds of said sale of timber to Jarvis Lumber Company as follows:

To Cordelah H. Anthony . . . . .	\$ 68.75
To Charles R. Hopkins . . . . .	137.50
To Roberta H. Clark . . . . .	68.75."

Attorneys for all parties stipulate that Paragraph 11 of the Bill of Complaint sets forth correctly the respective interests of the parties to this proceeding.

In answer to the General Question, Witness answered: "no."

Sarah E. Crisp

Harold H. Benson, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. STRAHORN:

Q. 1 Please state your name and residence.

A. Harold H. Benson, Arnold, Maryland.

Q. 2 Do you know the parties to this suit?

A. Yes.

Q. 3 All of them?

A. Yes.

Q. 4 Are you a party to this suit?

A. Yes. I am one of the complainants.

BY MR. RECHNER, Jr.,

Q. 1 Mr. Benson, you say you are party to this suit?

A. Yes. I am a son of one of the complainants.

Q. 2 And you know all the others?

A. Yes

Q. 2 You are not really a party to the proceedings, are you?

A. No.

Q. 3 When did your grandmother, Elizabeth A. Hopkins, die, and who did she leave surviving her at the time of her death?

A. She died on August 31, 1922, and she left surviving:

(1) A daughter, Cordelah H. Anthony, wife of Oscar W. Anthony, who is now deceased.

(2) She had a son, Charles R. Hopkins, whose wife, Florence Hopkins, predeceased him, he being also now dead.

Q. 4 Did Charles R. Hopkins leave any children or descendants surviving him?

A. No.

Q. 5 Who are the other heirs of Elizabeth A. Hopkins?

A. (3) A daughter, Mary Ann Benson, who is the wife of Robert C. Benson, the complainants herein.

(4) A son, George C. Hopkins, who married Eva M. Hopkins. The said George C. Hopkins died April 4, 1941, leaving surviving his widow, Eva M. Hopkins, and an only child, George C. Hopkins, Jr.,

Q. 6. Who are the other heirs of Elizabeth A. Hopkins?

A. (5) A son, James E. Hopkins, who married Katheryn Elizabeth Hopkins, both of whom are defendants in this suit:

(6) A daughter, Josephine E. Hopkins, who, subsequent to her mother's death, married Robert E. Clark, Jr., who is now deceased.

Q. 7. Mr. Benson, Robert E. Clark, Jr. is he deceased?

A. No, Josephine Hopkins is deceased.

Q. 8 When did she die?

A. In November, 1936.

Q. 9 And Robert E. Clark, Jr. is one of the defendants in this suit?

A. Yes.

Q. 10 Did Josephine E. Hopkins leave a Will?

A. No.

Q. 11 Who did she leave surviving her as her only heirs at law?

A. Robert E. Clarke, Jr., who has remarried and whose wife's name is Grace R. Clark, who, with her husband, are defendants herein, and her daughter, Roberta Hopkins Clark, who is also a defendant.

(7) A son, Joseph E. Hopkins, who married Rosalie Hopkins, both of whom are defendants herein:

(8) A daughter, Sarah Elizabeth Crisp. Her husband, William N. Crisp, is now deceased.

Q. 12 Are you familiar with the property conveyed by the deed filed herein as Examiner's Exhibit No. 1 and Complainants' Exhibit A, which is the property described in the bill of complaint?

A. Yes, that was the old home farm of my mother's family.

Q. 13 Is this the property mentioned in the bill of complaint in this case?

A. Yes.

Q. 14 Do you know, Mr. Benson, when your grandmother died how many children she left surviving her?

A. She left eight children.

Q. 15 But in these deeds they convey a one-seventh interest. Why did they do that, do you know?

A. Why they thought Joseph Hopkins was dead.

Q. 16 Did your uncle, George C. Hopkins, leave a Will?

A. Yes.

Q. 17. Do you know to whom George C. Hopkins left his interest in this farm property under his Will?

A. Yes, his wife, Eva Hopkins.

Q. 18 When did your uncle, Charles R. Hopkins, die?

A. In February, 1946.

Q. 19 Did he leave a Will?

A. No.

Q. 20 Who were his heirs at law?

A. My uncles, Joseph H. Hopkins and James E. Hopkins, my mother, Mary Ann Benson, my aunts, Cordelah H. Anthony and Sarah E. Crisp, and my cousins, George C. Hopkins, Jr., and Robert Hopkins, Clark,

Q. 21 Do Eva M. Hopkins and George C. Hopkins, Jr., now have any interest in this property?

A. No, they conveyed all their interest to my uncle, James E. Hopkins.

Q. 22, And are all the parties to these proceedings all the parties who have an interest in the property in this suit?

A. Yes.

Q. 23 Are all the parties to this suit over the age of twenty-one years?

A. Yes, except my cousin, Roberta Hopkins Clark, who is an infant nineteen years of age.

Q. 24 Does Roberta Hopkins Clark have a legal guardian?

A. Yes, Robert E. Clark, Jr.,

Q. 25 Are all parties residents of the State of Maryland?

A. All with the exception of Cordelah H. Anthony, who is a resident of the State of California, and Joseph H. Hopkins and Rosalie Hopkins, his wife, who are residents of the State of Virginia.

Q. 26 Mr. Benson, can the property which is the subject matter of this suit be divided in kind among the parties interested without material loss or injury to the parties to this suit?

A. No.

Q. 27 Then you think, in order to divide the property, it would be necessary to sell it and make a division of the proceeds among the parties entitled thereto according to their respective interests?

A. Yes.

## Cross-examination

BY MR. MANAHAN:

Q. 1 Who is in possession of your late grandmother's farm at the present time?

A. James E. Hopkins.

In Answer to the General Question, Witness answered:

"I don't think so."

Harold H. Benson.

A Brooks Mellor, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. STRAHORN:

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

A. J. Brooks Mellor, Severna Park, Maryland, Realtor.

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

A. Twenty-seven years.

Q. 3 Are you acquainted with values in Anne Arundel County in the neighborhood of the property mentioned in these proceedings - market values?

A. Yes.

BY MR. RECHNER:

Q. 1 Do you know the parties to these proceedings, Mr. Mellor?

A. No.

Q. 2 Are you acquainted with the value of property in the area of Linthicum Heights?

A. Yes.

Q. 3 Are you familiar with the farm involved in this proceeding?

A. I am

Q. 4 Please describe the property.

A. The property is a farm consisting of 130 acres. It lies on three roads. One of them is called Elkridge Landing Road. Let me familiarize myself with the other roads. It is located in the Fifth Election District at the intersection of a road commonly called the Sachse road and the Winterson Road. On the other side is a road going to Elkridge Landing which is commonly known as the Elkridge Landing Road.

Q. 5 Would you continue to describe the property, the improvements, etc.

A. Well, the improvements consist of the main dwelling house, an open-sided machinery shed, a corn crib, a hay barn, an open cattle shed, a tenant house and a chicken house.

Q. 6 What, in your opinion, is the present fair market value of this property?

A. \$32,300.00.

Q. 7 Please state whether or not, in your opinion, the property is susceptible of partition in kind among the parties interested in this suit without material loss or injury.

A. It is not.

Q. 8 Do you think a sale would be advantageous to all parties to these proceedings, one of whom is an infant?

A. I do.

Q. 9 Is a sale of the property necessary in order to make a division among the parties to these proceedings?

A. Yes.

Q. 10 Do you think it would be as advantageous if the property could be sold at private sale as well as public sale under a decree of the Court?

A. That's questionable.

Q. 11 Let me re-phrase that Mr. Mellor. Do you think the decree of Court should provide for either a public or a private sale?

Objection by Mr. Sybert.

Objection by Mr. Manahan, on the ground that it is not in the province of this witness to determine whether it should be sold at public or private sale.

Q. 12 Mr. Mellor, do you think a greater price could be realized by selling the property at public rather than at private sale at this time?

A. I rather imagine at private sale.

Q. 13 Why do you believe it would be better to have a private sale than a public sale?

A. Well, at a public sale you are influenced frequently by affairs and circumstances that interested parties would not attend the sale. You may have bad weather, and personally, if the property were mine, I would prefer to endeavor to make a private sale of it rather than a public. That's not the only reason, I can say from my past experiences, if you want a definite illustration, I can state that the George Stinchcomb estate was purchased by me at public sale for \$11,250.00, and I now say it was worth \$20,000. and I could have gotten \$20,000. if I had been permitted to sell it at private sale, and I am going to get between twenty-five and thirty thousand dollars for the property. There's not a whole lot in favor of public sales except from the speculator's standpoint.

Q. 14 Then you believe it would be more advantageous to the heirs to have a private sale?

A. I do.

Cross-examination by Mr. Manahan:

Q. 1 Mr. Mellor, did you actually go on the premises?

A. I did.

Q. 2 Is this farm not closer to Elkridge than it is to Linthicum Heights?

A. I don't know. I didn't come from Elkridge, I went from Linthicum Heights. I took the statement of Mrs. Hopkins that the farm was a certain distance from the City Hall in Baltimore. I accepted her statement and the statement of her son.

Q. 3 How far is the farm located from the new Baltimore City Airport?

A. I would say a mile or a mile and a half.

Q. 4 In your opinion, as a real estate expert, would the proximity of this farm to the Airport, or rather of the Airport to the farm, have a tendency to increase the value of the farm or to depress the value?

A. That's questionable. I don't know how many employees the Airport will have. Frequently people object to the proximity of airports on account of the noise and the dangers that might occur from alighting, etc. On the other hand, it might be an advantage in price from the fact that it would be susceptible for home sights for employees of the Airport. It's questionable whether it would depreciate the value.

Q. 5 Mr. Mellor, if the new super-highway from Washington to Baltimore should cross the Hopkins farm, what effect, in your opinion, as a real estate agent, would this have on the value of that farm?

A. If the same conditions arise as apply to the Ritchie Highway in respect to zoning restrictions, it would depreciate the farm.

Q. 5 In valuing the farm at \$32,300, how did you arrive at that figure?

A. On the land value, -may I state right here there is no such thing as an absolute arrival at a true value by any valuator. It couldn't be done. It is a matter of experience, opinion and good

judgment. The value of improvements can be affirmatively arrived at. I use Boeckhs Manuel, which is accepted by all fire insurance firms, in my measurements and valuation. I subscribe to that Manuel. It gives me monthly indexes on the value of property today and as it was yesterday, or the cost of construction today and as it was yesterday. If you will refer to my report, you will notice that I have not done as Montreal does - entirely eliminate the value of the buildings after they are fifty or sixty years old. I couldn't accept that theory. If the building is habitable and fairly kept up it has some value, and I don't agree with some valuers that after it has reached an age of sixty or seventy years, its value is entirely wiped out. I fix my depreciation at sixty per cent. I may further state for your information, that this statistical firm of Boeckhs, which is the foremost statistical firm in the country, established a base rate as of the year 1938, and each month thereafter it publishes indexes in the principal areas of the United States showing the increase or decrease in the cost of building. As of December, which was the latest index I had received at the time I made the appraisal, from memory I am quoting, the increase over the cost of 1938 was 2.106. A simple illustration would be - a house that cost \$8,000. in 1938 would cost, approximately, \$17,000 in December, 1947. So I took the cubic foot measurements of this dwelling and the other buildings, and in some places the square foot, - sheds and things of that sort. I established the 1938 base price for those buildings, multiplied them by 2.106 and deducted 60% depreciation to arrive at the basis of my present valuation of the improvements. The land I used my judgment, as one who has purchased lands around Baltimore and vicinity and developed them. I gave the cleared land a valuation of \$200.00 per acre, and took the scrub growth and cut-over timber at \$30.00 an acre.

Q. 6 How many acres of cleared land were there?

A. One hundred acres.

Q. 7. How many acres of scrub growth?

A. Thirty.

Q. 8 In your professional opinion, is this farm right for subdivision?

A. No sir.

Q. 9 Or would it be better sold as a whole?

A. It should be sold as a farm.

In answer to the General Question, witness answered: "No sir."

J. Brooks Mellor, Appraiser.

Charles F. Lee, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. STRAHORN:

Q. 1 State your name and occupation?

A. Charles F. Lee, Realtor.

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

A. Thirty-nine years.

Q. 3 How long have you been in the real estate business in Anne Arundel County, Mr. Lee?

A. Thirty-nine years.

BY MR. RECHNER, JR.:

Q. 4. Mr. Lee, do you know the parties to this proceeding?

A. I have met Mr. Hopkins and his wife, and I met a couple of your men when I was up there. I don't know whether they are his sons or not.

Q. 5. You are acquainted with values of property in the area of Linthicum Heights and the neighborhood of this farm?

A. Yes, I think I am. I appraised all the property for the Baltimore Airport. It is in this neighborhood.

Q. 6 Are you acquainted with the farm involved in these proceedings?

A. I am.

Q. 7 Please describe the property.

A. The property contains about one hundred and thirty acres. It is about six miles from the City limits of Baltimore. There are no water, gas or sewer lines. It is bounded by two roads, having three-fourths of a mile on the Nursery Road and half a mile on the Winterson Road. The land is practically level and has a nice elevation. The improvements consist of a dwelling that I have valued at \$7,000.00; a barn, 40' by 60', which is in only fair, or I should say bad, condition, especially one end of it, which I have valued at \$1,000.00; an open implement shed, 20 by 78, which I appraised at \$500.00; a corn house, 14 by 20 feet, I appraised -it is wired inside, with cedar piers, and has a value of \$500.00; a four room tenant house I valued at \$700.00; a cattle shed, 18 by 30, at \$300.00. I appraised seventy acres of the land that borders on the two highways-it lays very nicely and you probably could make a development of it-

Q. 8 Do you think it would be right for development at this time?

A. It is quite possible. I know someone from Baltimore who has recently opened a subdivision up there and to my knowledge in this neighborhood. The fact that the Airport is going in not so far from this place, I believe it would be suitable for development. I appraised that seventy acres at \$300.00 an acre, or a total of \$21,000. I appraised forty-five acres, more or less, at \$100.00 an acre, or a total of \$4,500.00, and fifteen acres, somewhat out-over as far as timber is concerned, I appraised at \$40.00, or a total of \$600.00, -the whole property at \$36,100.00.

Q. 9. Is that the present fair market value of this property?

A. I believe it is, yes, to the best of my knowledge and belief.

Q.10. State whether or not, in your opinion, the said property is susceptible of partition in kind among the parties in interest without material loss and injury.

A. I don't think it is.

Q. 11 Do you think a sale would be advantageous to all parties to these proceedings, one of whom is an infant?

A. As a whole, yes, I do think so.

Q. 12 Is a sale of the property necessary in order to make division among the parties to these proceedings?

A. I don't see how it can be satisfactorily sub-divided.

Q. 13 Do you think a greater price would be realized by selling this property at private sale than public sale?

A. I do, as it is a piece of property that would have to be properly advertised, and rather extensively advertised.

Cross-examination  
BY MR. SYBERT:

Q. 1 Mr. Lee, you think the property should be sold as a whole?

A. I do, It should be sold as a whole.

Q. 2 And you believe it would be better to sell it at private sale than at public sale?

A. I think you can get more for it at a private sale than a public sale.

Q. 3 What is your reason for that?

A. My reason will be that it would be more extensively advertised at private sale than public sale. It has always been my experience in the County that the result would be better.

Q. 4 Mr. Lee, if the property were extensively advertised at public sale, don't you think it would tend to bring more at public than at private sale?

A. That hasn't been my experience, to be perfectly frank with you, and I am not talking for myself when I say that either.

Q. 5 In your opinion, will the proximity of the Airport tend to depreciate the value of the property or to increase it.

A. I don't think it will depreciate it because it is some little distance from the Airport - probably a mile and a half on an airline - at least a mile or two.

Q. 6 You don't think the roar of the motors of the airplanes and the extensive bright lighting required at the Airport will tend to keep people from possibly purchasing lots out of the Hopkins farm?

A. I don't think so. It has a nice elevation. I don't think it would depreciate it.

Q. 7 Hasn't it been the experience in the neighborhood of the Baltimore Airport that persons who live within a mile or a mile and a half of the Airport have complained of the noise of the motors and in some cases, the lighting?

A. Not to my knowledge, because there is but one way to come into the landing, and certainly they wouldn't come over this property.

Q. 8 Do you know that of your own knowledge - that the location of the runways won't carry the airplanes over the Hopkins farm?

A. I don't think so. I have seen the plans of the Airport.

Cross-examination  
BY MR. MANAHAN:

Q. 1. Mr. Lee, I understood you to say the property is right for subdivision.

A. Yes, some of it, around seventy acres or more of it.

Q. 2. I also understood you to say that you felt it would be advantageous to sell this property as a whole.

A. That's correct.

Q. 3 Well, how do you reconcile that - a sub-division or a whole, which would you say?

A. I don't know how you are going to subdivide that property and sell it. It should be owned by some one who can make conditional sale contracts, who would sell it and carry it on that basis - you wouldn't get cash for all the lots but would get interest on the deferred payments.

Q. 4 This new super-highway coming from Washington to Baltimore - should that cross this property would that appreciate or depreciate it?

A. It would depreciate it, in my estimation.

Redirect examination  
BY MR. RECHNER: JR.

Q. 1 Mr. Lee, you stated that there are no sewer lines, gas mains and no electricity in that neighborhood. As to developing property in that area at the present time under the circumstances, do you still think the property could be advantageously sub-divided?

A. Yes.

Q. 2 You do, when you say the property should be sold as a whole. Do you mean that it is not capable of being divided among the interests in this proceeding?

A. No, I don't think so.

Q. 3 Previously, in answer to the question as to whether this property is susceptible/in kind among the parties to this proceeding without loss or injury, you stated, no, you did not think so; yet in answer to Mr. Manahan's question, you thought the property could be subdivide at this time. Will you please explain the apparant inconsistency.

A. I would say that the property should be owned by some one if it is going to be developed and sold off in conditional sales contracts. I don't see how you could divide that up among seven or eight heirs.

Q. 4 You mean, some one in the real estate business who undertakes to develop property?

A. That's what I meant.

Q. 5. Mr. Lee, in other words, you mean it would have to be a developer who would spend money on this place, put in roads, sewer lines, gas mains, etc.?

A. Not necessarily, we have developments around here that don't have sewer or water connections. They do have telephone lines.

Q. 6 Mr. Lee, in your opinion is it necessary that this property be sold in order to divide it among the parties who are interested in these proceedings, and that it is not susceptible of partition in kind without loss or injury to said parties?

A. It is certainly not susceptible of partition without loss or injury.

Re-Cross-Examination  
BY MR. MANAHAN:

Q. 1 Could not the trustees ordered by the Court in this case subdivide the property and sell it as advantageously as an individual purchaser?

A. They could if they were developers and knew something about developing a piece of property.

In answer to the General Question, Witness answered :

"No."

Charles F. Lee

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

Witness my hand and seal this 9th day of February, 1948.

Jno. S. Strahorn, (Seal) Examiner.

Filed February 9, 1948.

EXAMINER'S EXHIBIT NO. 7.

THE STATE OF MARYLAND, HOWARD COUNTY, SCT:

THE SUBSCRIBER, Register of Wills for Howard County, doth hereby certify, that it appears by the Records of this office, that on the 1st day of October in the year of our Lord one thousand nine hundred and forty-six Robert E. Clark, JR., was appointed by the ORPHANS' COURT OF HOWARD COUNTY, GUARDIAN to Roberta Hopkins Clark, minor, infant child of Josephine E. Hopkins Clark, late of Howard County, deceased, and the said Robert E. Clark, Jr., being then and there present in said Court, accept the Guardianship, and gave Bond with sureties who were approved of by the said Court, for the faithful performance of his duty as Guardian to the said Roberta Hopkins Clark .

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of the Orphans' Court of Howard County this 17th day of December, in the year of our Lord nineteen and forty-seven.

TEST:

RAYMOND L. PICKETT

(COURT SEAL)

REGISTER OF WILLS FOR HOWARD COUNTY.

Filed with Testimony as Exhibit No. 7.

THIS IS TO CERTIFY: That we, the subscribers, Joseph H. Hopkins and Rosalie Hopkins, his wife have received a copy of the order of publication passed in a cause in the Circuit Court for Anne Arundel County, in Equity, Docket 13 folio 77 entitled, Mary Anne Benson, et al versus James E. Hopkins, et al Said copy was received by us at 10:00 o'clock A. M., at Richmond, Virginia on December 18, 1947.

That we do not now reside in the State of Maryland and except for short intervals have not resided in said state for 40 years.

Joseph H. Hopkins,

Rosalie Hopkins.

State of Virginia, City of Fredericksburg, To Wit:

On this 22nd day of Ddcember,1947,before me,the subscriber a Notary Public of the State of Virginia in and for City of Fredericksburg,personally appeared Joseph H.Hopkins and Rosalie Hopkins, his wife,and made oath in due form of law that the matters and facts set forth herein are true to the best of their knowledge,information and belief.

In Witness Whereof,I hereunto set my hand and notarial seaQ

(Notarial Seal)

Lillian M. Bowling, Notary Public.

My Commission expires 10-13-49

FILED with Testimony as Exhibit No. 8.

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY That,before me,the subscriber,a Notary Public of said State,in and for said County,personally appeared HAROLD H.BENSON, and made oath in due form of law that he knows the de-  
fendants herein, and that to the best of his information,knowledge and belief

- (1) said defendants are not in the military service of the United States.
- (2) said defendants are not in the military service of any nation allied with the United States.
- (3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.
- (4) said defendants are not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Harold H. Benson, Affiant.

SUBSCRIBED and SWORN to before me this 7 day of February,1948.

(Notarial Seal)

Theodore T. Pantaleo, Notary Public.

Filed February 7", 1948.

SUBMISSION FOR DECREE

TO THE HONORABLE,William J.McWilliams,Judge of said Court:

The above cause is respectfully submitted for decree.

Charles F.Rechner, Jr.,

Charles F.Rechner, Solicitors for Plaintiffs.

Joseph W. Scholz

C. Ferdinand Sybert

C. Orman Manahan, Solicitors for Defendants.

Filed February 16", 1948

DECREE.

The above cause standing ready for Hearing and being submitted the Bill,Interrogatories, Answers,Testimony and other proceedings were by the Court read and considered,and it appearing to the Court that the property described in the Bill of Complaint and Exhibits is not susceptible of partition among the parties interested therein without loss or injury to them, it is thereupon this 16th day of February,1948,by the Circuit Court for Anne Arundel County, Maryland,in Equity, ADJUDGED,ORDERED and DECREED that the property mentioned and described in these proceedings be sold and that CHARLES F.RECHNER,JR., C.ORMAN MANAHAN and C.FERDINAND SYBERT, 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 Thirty-five Thousand Dollars (\$35000.00) conditioned for the faithful performance of the trust

reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make the said sale having given at least three week's notice by advertisement inserted in such weekly newspaper or newspapers published in Anne Arundel County and such other notice as they shall think proper, of the time, place, manner and terms of sale, which shall be cash upon ratification of said sale; or said Trustees may sell at private sale, provided no private sale shall be for a less sum than the appraised value of said property as shown by the testimony in this case; and as soon as may be convenient after any such sale or sales, the said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale and on the payment of the whole purchase money (and not before) the said Trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs or successors and assigns, the property and estate to him, her or them, sold, free, clear and discharged from all claim of the parties hereto, Complainants and Defendants and those claiming by, from or under them or either of them; and the said Trustees shall bring in to 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.

AND it is further ORDERED and DECREED that Mary Ann Benson, Complainant herein be allowed the sum of Eighty Dollars and Seventy-five Cents (\$80.75) out of the share of the proceeds of sale of said property distributable to James E. Hopkins, being the sum admitted to be due her by him from the proceeds of sale of the timber taken from the property as set out in these proceedings.

William J. McWilliams, \_\_\_\_\_

Filed 16 February, 1948

EAGLE INDEMNITY COMPANY BOND.

KNOW ALL MEN BY THESE PRESENTS, That We, Charles F. Rechner, Jr., C. Orman Manahan and C. Ferdinand Sybert, Trustees, as PRINCIPALS, and EAGLE INDEMNITY COMPANY, of New York, N.Y., a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five Thousand Dollars (\$35,000.00), 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 18th day of February Nineteen Hundred and 48.

WHEREAS, BY virtue of a decree of the Circuit Court for Anne Arundel County, dated February 16, 1948, in the case entitled "Mary Ann Benson, et al, vs James E. Hopkins, et al, No. 9311 Equity," the said Trustees are authorized and empowered to make sale of the property described in said proceedings, and the said trustees are about to execute said power and made sale of the property described as aforesaid in said proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Charles F. Rechner Jr., C. Orman Manahan and C. Ferdinand Sybert, Trustees, do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity, in relation to the sale of said property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Test: Charles C. Williams Charles F. Rechner, Jr., (SEAL)

As to C. Orman Manahan & C. Ferdinand Sybert, C. Orman Manahan (SEAL)

Hilda L. Curran C. Ferdinand Sybert (SEAL)

(Corporate Seal)



The Petition of Robert M. Reindollar, Chairman, Joseph M. George and Russell H. McCain, constituting the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, respectfully shows:

First: That the State Roads Commission of Maryland is authorized by law to condemn land and improvements thereon for the purpose of highway construction and improvements.

Second: That the plaintiffs and defendants in the above entitled cause are the owners of the land and improvements, the subject matter of this suit.

Third: That the State Roads Commission finds it is necessary to acquire a part of the land and improvements, the subject matter of this suit.

Fourth: That the State Roads Commission and the owners have not been able to reach an agreement for the purpose of said property necessary for highway purposes, although a bona fide effort has been made by the State Roads Commission to reach such an agreement.

Fifth: That it is necessary for the State Roads Commission to condemn said property.

Sixth: That your petitioners were misinformed ~~as to~~ as to the degree of title vested in the Trustees in this cause, and, therefore, did not obtain permission of this Honorable Court before beginning condemnation proceedings against the property, the subject of these proceedings.

Seventh: That this Honorable Court having assumed jurisdiction of this property, it is necessary for the State Roads Commission of Maryland to obtain permission for the condemnation of same.

MAY IT PLEASE THIS HONORABLE COURT TO PASS AN ORDER nunc pro tunc allowing the State Roads Commission of Maryland to file condemnation proceedings against such portions of the property and interests therein, the subject matter of these proceedings, as, as are necessary for highway construction or improvement.

AND as in duty bound, etc.

Robert E. Clapp, Jr.,  
Special Assistant Attorney General

William J. McWilliams,  
Special Attorney.

STATE OF MARYLAND: BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 7th day of January, 1949, before me the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Robert M. Reindollar, Chairman of the State Roads Commission of Maryland, and made oath in due form of law that the matters and things set forth in the foregoing petition are true and correct to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Hattie F. Furmann Notary Public

Filed January 8, 1949  
O R D E R

The foregoing petition and affidavit having been read and considered and the Court being of the opinion that permission should be given the State Roads Commission of Maryland to condemn the property, the subject matter of this cause, it is therefore ORDERED nunc pro tunc this 8th day of January, 1949, by the Circuit Court for Anne Arundel County, in Equity, that the State Roads Commission of Maryland be and it is hereby given permission to bring appropriate condemnation proceedings against the property the subject matter of this cause.

Benjamin Michaelson. A.J.

I hereby certify that a copy of the foregoing petition has been mailed this 8th day of January 1949 to Charles F. Rechner, Jr., Esq., 200 Title Bldg., Baltimore, Md. and C. Ferdinand Sybert, Esq., and C. Orman Manahan, Esq. Ellicott City, Md., Attorneys for the defendant.

WILLIAM J. McWILLIAMS.

Filed January 8, 1949

Attorney for Plaintiffs.

## PETITION FOR INJUNCTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of James E. Hopkins, one of the parties to this proceeding, respectfully represents unto your Honors:

1. That he is the owner of a 9/28ths undivided interest in and to all that piece or parcel of ground situate and lying in the Fifth Election District of Anne Arundel County, in said State, known as part of "Chantille" and "Andover", which is more particularly described in the bill of complaint heretofore filed herein, which 9/28ths undivided interest he acquired by and in manner set forth in said bill of complaint and exhibits heretofore filed in this proceeding:

2. That heretofore, Robert M. Reindollar, Chairman, Joseph M. George and Russell H. McCain, constituting the State Roads Commission of the State of Maryland, acting for and on behalf of the State of Maryland, filed their petition in this Honorable Court, in this proceeding, requesting permission to file condemnation proceedings against such portions of the property and interests therein, the subject matter of these proceedings, as were necessary for highway construction and improvements, which premises were granted nunc pro tunc by an order of this Honorable Court, dated the 8th day of January, 1949.

3. That on or about the 8th day of January, 1949, the said Robert M. Reindollar, Chairman, Joseph M. George and Russell H. McCain, constituting the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, filed an amended petition on the law side of this Honorable Court, (No. 1420 Law) wherein said Commissioners seek the condemnation of a portion of the property, the subject matter of this proceeding, together with said easements and rights therein, for the use of the State of Maryland, for the construction of the Baltimore-Washington Expressway (the Hammonds Ferry Road to the Winterson Road portion thereof and its appurtenances) in Anne Arundel County.

4. That said State Roads Commission of Maryland, at the time of the filing of their original petition in said case No. 1420 Law in this Honorable Court, deposited a check in the amount of Four Thousand Dollars (\$4,000.00), payable to the Clerk of the Circuit Court for Anne Arundel County, to the use of the parties holding legal and beneficial interests in the property, the subject matter of this proceeding, in the hands of said Clerk, alleged in conformity with the provisions of Chapter 606 of the Acts of the General Assembly of Maryland, 1941, (Act 89B, Section 4B, Public General Laws of Maryland)

5. That said State Roads Commission has alleged in its - said amended petition in said Law Case No. 1420, the sum of Four Thousand Dollars (\$4,000.00) "to be the fair value of the aforesaid land and improvements taken, and damage done to said property. That your petitioners state that it is in the public interest and necessary for the State Roads Commission to take possession of the aforesaid land and improvements immediately upon depositing the said money in the hands of said Clerk of the Court and in conformity with the aforesaid provisions of statute they are so taking possession for the aforesaid purposes."

6. That Article 89B, Section 4B of the Code of Public General Laws of Maryland, is as follows:

"Upon the adoption by the legal and qualified voters of this State of the amendment to Article III of the Constitution of this State, in addition to the power and authority provided by Section 4 of this Article, the State Roads Commission is hereby authorized to enter upon and take possession of such property and rights of way as the State Roads Commission may deem necessary, and proceed with the highway construction provided the State Roads Commission shall first pay to the owner or owners thereof or into Court, for his, her or their benefit, such sum as the said State Roads Commission shall estimate to be the fair value of the land and improvements taken, and damage done, if any; such payment, however, shall in no wise limit, the amount to be allowed under subsequent/condemnation proceedings. Within sixty (60) days after the completion of the construction of such highway if the State Roads Commission

and the owner or owners of such land are unable to agree as to compensation and damages, if any, caused thereby, the said State Roads Commission shall institute condemnation proceedings in the manner prescribed by the provisions of Article 33A of the Annotated Code of Public General Laws. It is the intention of this Section to provide that such property and rights of way, in an emergency, in the discretion of the Commission, be condemned after construction of the highway has been commenced as well as prior thereto, although so far as possible all rights of way shall be acquired or contracted for before any route is definitely located. This Section to apply only to acquisition of property by the State Roads Commission."

7. That said State Roads Commission of Maryland has not alleged in its said amended petition that the aforesaid payment of money into Court and the immediate taking of possession of the aforesaid lands, easements and other rights more particularly set forth in said amended petition, was necessitated by any act of emergency, nor was there in fact any emergency existing at the time of the filing of the aforesaid petition, which would have entitled the State Roads Commission of Maryland to exercise the discretion allowed by said Section, and take possession of the said lands, easements and other rights of the parties to this proceeding, without having first had said land and premises condemned to the use of the State of Maryland.

8. That said State Roads Commission of Maryland has entered the aforesaid property, the subject matter of these proceedings, and has cut and removed trees therefrom, moved large machinery thereover, threatened to remove and destroy fences thereon and to grade and remove top and sub-soil therefrom and and continually trespass thereon.

9. That the State Roads Commission of Maryland, by its aforesaid actions, is about to cause your petitioner and the parties to these proceedings irreparable damage and injury; that your petitioner has no adequate remedy at law, and the acts of the said State Roads Commission are without foundation in law, all to the great detriment of your petitioner, and unless enjoined by this Honorable Court, he will be without relief in the premises.

TO THE END, THEREFORE:

1. That this Honorable Court may, by way of injunction, enjoin the said Robert M. Reindollar, Chairman, Joseph M. George and Russell H. McCain, constituting the State Roads Commission of Maryland, Baltimore City, their agents, servants and employees, from interfering with the quiet enjoyment and use of the aforesaid lands and premises of your petitioner.

2. That this Honorable Court assessed damages against said State Roads Commission of Maryland for its unauthorized use and destruction of the property of your petitioner.

3. And for such other and further relief as your petitioner's case may require.

AND AND AS IN DUTY BOUND, ETC.

James E. Hopkins, Petitioner.

C. Ferdinand Sybert, Solicitor for Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That on this 11th day of March, 1949, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, and residing in Anne Arundel County aforesaid, personally appeared James E. Hopkins, and made oath in due form of law that the matter and things set forth in the foregoing petition are true to the best of his knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

(Notarial Seal)

HENRY J. PAUL, Notary Public.

ORDER OF COURT.

Upon the foregoing petition and affidavit, IT IS ORDERED, This 11th day of March, 1949, by the Circuit Court for Anne Arundel County, in Equity, that a writ of injunction be issued, against the

said Robert M.Reindollar,Chairman,Joseph M.George and Russell H.McCain,constituting the State Roads Commission of Maryland,restraining them,their agents,servants and employees,from interfering with the quiet use and enjoyment of the property,the subject matter of these proceedings,as mentioned in this petition,unless cause to the contrary be shown on or before the 26th day of March,1949 , provided a copy of the foregoing petition,affidavit and this order be served on the said Robert M. Reindollar,Chairman,Joseph M. George and Russell H.McCain,constituting the State Roads Commission of Maryland,on or before the 16th day of March,1949. Benjamin Michaelson,Judge.

Filed March 11, 1949

Copies of the within Petition and Order of Court served on Robert E.Clapp,Jr.Special Assistant Attorney General for the State Roads Commission of Maryland on the 14th day of March 1949 in the presence of William Fowler. Joseph C. Deegan, Sheriff.

Filed 15" March, 1949

ANSWER OF STATE ROAD'S COMMISSION.

TO THE HONORABLE THE JUDGES OF SAID COURT:

THE answer of Robert M.Reindollar,Chairman, Joseph M.George and Russell H.McCain,constituting the State Roads Commission of Maryland,acting for and on behalf of the State of Maryland, in compliance with the Order Nisi signed by this Honorable Court on the 11th day of March,1949,respectfully represents unto your Honors:

1. That they admit the matters and facts alleged in Paragraphs 1 to 6,both inclusive,of said petition.

2. Answering the 7th paragraph,they admit that they have not alleged that the payment of money into Court and the immediate taking of possession of the lands,easements and other rights more particularly set forth in said petition was necessitated by any act of emergency. Further answering said paragraph,they allege there was in fact an emergency existing at the time of the filing of the aforesaid petition,which entitled the State Roads Commission of Maryland to exercise the discretion allowed by Section 4B of Article 89B of the Annotated Code of Maryland (1947 Supplement), and which permitted the taking possession of the aforesaid lands, easements and other rights of the parties without first having said land and premises condemned to the use of the State of Maryland. Further answering they allege that the existence of such an emergency was found prior to the filing of the aforesaid petition,as is shown by a certified copy of a Resolution of the State Roads Commission of Maryland,dated December 9,1948,copy of which is filed herewith and prayed to be taken as part hereof,and marked "Respondents' Exhibit A."

3. That they deny the matters and facts alleged in Paragraph 8 of the petition,but admit that their contractor,his agent,servant and employees may have entered the property described in the condemnation petition for the purpose of constructing the project therein described.

4. That they deny the matters and facts alleged in the 9th Paragraph of the petition.

WHEREFORE having fully answered your Respondents pray that they may be dismissed hence with their proper costs.

AND , ad in duty bound,etc.,

Robert E. Clapp,Jr.,  
Special Assiatant Attorney General, Solicitor for Respondents.

STATE ROADS COMMISSION OF MARYLAND  
By Robert M.Reindollar, Chairman.

William J. McWilliams,  
Special Counsel, 15 West Street, Annapolis.

STATE OF MARYLAND,CITY OF BALTIMORE,To Wit:

I HEREBY CERTIFY,That on this 17th day of March,1949,before me,the subscriber,a Notary Public of the State of Maryland, in and for Baltimore City aforesaid,personally appeared Robert M.Reindollar, Chairman of the State Roads Commission of Maryland,and made oath in due form of law that the matters and facts set forth in the foregoing answer are true to the best of his knowledge,information and belief.

As witness my hand and Notarial Seal.

(Notarial Seal)

Hattie E. Furmann, Notary Public.

Copy mailed to C.Ferd, Sybert, 19 March 1949,at Ellicott City.

William J. McWilliams, Special Counsel,

## "RESPONDENTS' EXHIBIT A"

At a regular meeting of the State Roads Commission of Maryland held at the office of the said Commission on the 9th day of December, 1948 the following resolution was duly moved, seconded and adopted.

WHEREAS, the State Roads Commission has approved the location and general design of the Baltimore-Washington Expressway (the Hammond Ferry Road to the Winterson Road portion thereof and its appurtenances in Anne Arundel County, and

WHEREAS, the State Road Commission finds it necessary that the portion of the property of Charles N. Rechner, Jr. C. Orem Manahan and C. Ferdinand Sybert, Trustees with power of sale under Equity No. 9311, Circuit Court for Anne Arundel County, located North of the Winterson Road and East of the Elkridge Landing Road, shown on the Commission's Plats Numbers 6718, 6719, 6720 and 7027 together with certain other rights in and over and pertaining to the immediately abutting property of said owners, all in Anne Arundel County, State of Maryland, be acquired for public use in order to complete the system of roads of the State of Maryland, to wit the completion of the aforesaid project, and

WHEREAS, the State Roads Commission further finds that an emergency exists with respect to the construction of the presently proposed Baltimore-Washington --so that immediate entry by the said Commission, its agents, employees and contractors is necessary for said purposes, and

WHEREAS, the State Roads Commission further finds that it is unable to agree with the owner or owners thereof for the acquisition of the aforesaid property and other rights, and

WHEREAS, the State Roads Commission estimates that the sum of Four Thousand Dollars (\$4,000.00) is the fair value of the land, improvements and rights proposed to be taken and the damages, if any, done to the remainder.

NOW, THEREFORE, BE IT RESOLVED by the State Roads Commission of Maryland that the Right of Way and/or Legal Departments of the said Commission, be and they are, hereby authorized and directed to take such steps, under Article 33A and Article 89B of the Annotated Code of the State of Maryland, as amended as are necessary (1) to enable the said Commission, its agents, employees and contractors to immediately enter upon and take possession of the aforesaid portion of the property of Charles N. Rechner, Jr., C. Orem Manahan and C. Ferdinand Sybert, Trustees with power of sale under Equity No. 9311, Circuit Court for Anne Arundel County in Anne Arundel County (and any and all others having having an interest in said property, and (2) to institute condemnation proceedings against such owners, in order that immediate construction of the presently proposed project may be begun, and in order that a full, free and clear fee simple title be obtained by the State Roads Commission of Maryland, acting for and on behalf of the State of Maryland, to the aforesaid required property together with such other rights, ways, easements and appurtenances in and over the adjacent property of the aforesaid owners as are necessary to complete and protect said Baltimore-Washington Expressway in accordance with the aforesaid general design.

Certified as to true copy,

State Roads Commission of Maryland

L. N. Leuah

Secretary

Filed March 19, 1949

PETITION

The Petition of Charles F. Rechner, Jr. C. Ferdinand Sybert and C. Orman Manahan, respectfully represents unto Your Honor, that:

1. On February 16, 1948, your Petitioners were appointed Trustees in this cause for the purpose of selling the property referred to in the Bill of Complaint.

selling the property referred to in the Bill of Complaint.

2. That your Petitioners placed signs on the property and advertised in newspapers in Baltimore City, Anne Arundel County in Washington, D.C., and as a result of these efforts received inquiries from a number of prospective purchasers, but at the time it had become a matter of common knowledge that the State of Maryland intended to build the Baltimore-Washington Freeway through the property referred to in the Bill of Complaint and prospective purchasers were deterred from making adequate offers for the property by reason of the uncertainty as to the plans for the Baltimore-Washington Freeway.
3. Your Petitioners, therefore, determined that it would be best to avoid any more expense in advertising the property until the matter of the Baltimore-Washington Freeway could be settled, and to that end entered into negotiations with the State Roads Commission of Maryland, which negotiations are still continuing.
4. On or about December 11, 1948, the State Roads Commission of Maryland filed a condemnation proceedings for a portion of the property described in the Bill of Complaint and deposited into Court the sum of Four Thousand Dollars. Your Petitioners were authorized by the Court to defer the condemnation proceedings and filed demurrers therein which were overruled and subsequently filed answers therein. Said case is still pending the outcome of negotiations with the State Roads Commission of Maryland.
5. The costs of this case have not been paid and three years taxes are delinquent on the lands described in the Bill of Complaint.
6. Your Petitioners have in their possession a request for payment of the sum of Four Thousand Dollars paid into Court in the condemnation case, executed by all the parties in this case and Your Petitioners, and authorizing the Clerk of the Court to make payment to your Petitioners.
7. Your Petitioners, therefore, request the Court to issue an order authorizing them to receive the said sum of Four Thousand Dollars and from said sum to pay the taxes on the property mentioned in the Bill of Complaint and the costs of the case up to the present time as hereinafter particularly specified, and to hold the balance of said sum subject to the further order of the Court.

SUMS TO BE DISBURSED.

John H. Hopkins IV -	3 years Bond Premium	\$ 420.00
The Capital-Gazette Press, Inc., -	Order Publication	76.00
J. Brooks Mellor	Appraisal	107.00
Estate of Charles F. Lee -	Appraisal	\$ 86.65
Harry U. Riepe -	Appraisal	100.00
Charles F. Rechner, Jr., -	Reimbursement for	
Examiners fee John S. Strahorn	\$12.00	
Court Stenographer	21.00	
Advertising - A.S. Abell Company	50.40	
Signs - Lawrence Fallon Company	10.20	
Advertising - Capital Gazette Press	5.75	
Certified copies	<u>22.00</u>	121.35
Clerk of Circuit Court for Anne Arundel County -	Costs	118.35
County Treasurer - Anne Arundel County, Taxes	1948-1949-1950	698.17
C. Ferdinand Sybert -	Reimbursement for Advertising (Washington Star)	14.00
C. Orman Manahan -	Reimbursement for Advertising (Evening Star Newspaper Co.,)	14.00

AND they will ever pray, etc.,

Charles F. Rechner, Jr.,

C. Ferdinand Sybert

C. Orman Manahan,                      Trustees

ORDER OF COURT.

IT is this 14th day of October, in the year one thousand, nine hundred and fifty, ordered by the Court that Charles F. Rechner, Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees in the within case, be and they are hereby authorized to receive the sum of Four Thousand Dollars deposited in Law Number 1420, and to use such part of said sum as may be necessary to pay the taxes on the property mentioned in this cause, and the costs as hereinafter particularly mentioned, and to hold the balance of said sum subject to the further order of the Court.

SUMS TO BE DISBURSED.

John H. Hopkins, IV-3 years Bond Premium	\$ 420.00
The Capital-Gazette Press, Inc., Order Publication	76.00
J. Brookes Mellor- Appraisal	107.00
Estate of Charles F. Lee-Appraisal	86.65
Harry U. Riepe- Appraisal	100.00
Charles F. Rechner, Jr., Reimbursement for	
Examiners fee John S. Strahorn	\$ 12.00
Court Stenographer	21.00
Advertising-A.S. Abell Company	50.40
Signs-Lawrence Fallon Company	10.20
Advertising-Capital-Gazette Press	5.75
Certified copies	<u>22.00</u>
	121.35
Clerk of Circuit Court for Anne Arundel County-costs	118.35
County Treasurer-Anne Arundel County, Taxes 1948-49-50	698.17
C. Ferdinand Sybert-Reimbursement for Advertising	14.00
C. Orman Manahan-Reimbursement for Advertising	14.00

Benjamin Michaelson,

Judge

Filed - October 14, 1950

TRUSTEES REPORT OF SALES.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of Charles F. Rechner, Jr., C. Orman Manahan and C. Ferdinand Sybert, Trustees, appointed by the decree of this Honorable Court, passed in the above captioned cause on February 16, 1948, to make sale of the real estate referred to in the bill of complaint, at public or private sale, respectfully represents:

That after giving corporate bond for the faithful discharge of their trust, as prescribed by said decree, which bond was duly approved and filed, your trustees placed signs on the property and advertised in newspapers in Baltimore City, Anne Arundel County, and in Washington, D.C., and as a result of these offers received inquiries from a number of prospective purchasers, but at the time it had become a matter of common knowledge that the State of Maryland intended to build the Baltimore-Washington Freeway through the property referred to in the bill of complaint and prospective purchasers were deterred from making adequate offers for the property by reason of the uncertainty as to the plans for the Baltimore-Washington Freeway. Your petitioners, therefore, determined that it would be best to avoid any more expense in advertising the property until the matter of the Baltimore-Washington Freeway could be settled, and to that end entered into negotiations with the State Roads Commission of Maryland, which negotiations have culminated in an agreement between the trustees and the State Roads Commission to sell the property mentioned in the condemnation case filed in this Honorable Court, No. 1420, Law, at and for the price of seven thousand dollars

(\$7000.00), of which four thousand dollars (\$4000.00) has already been withdrawn from the Registry of the Court under order of this Honorable Court, passed in No. 1420, Law, on the 19th day of October, 1950, and is being held by the trustees under an order of this Honorable Court, passed in No. 9311, Equity, on the 14th day of October, 1950, less payment of the expenses authorized by the Court in said last mentioned order. The balance of the purchase price of \$3000.00 is to be paid upon settlement with the State of Maryland.

Your trustees, after soliciting offers from a number of real estate brokers and developers, have entered into a contract to sell the remainder of said property to C. Braddock Jones, at and for the price of Twenty-nine thousand dollars (\$29,000.00), of which one thousand dollars (\$1000.00) has been paid to your trustees and the balance of the purchase price, twenty-eight thousand dollars (\$28,000.00), is to be paid at the settlement, which is to be within ninety days from January 3, 1951. Both of said sales are subject to ratification by this Honorable Court. Said sales, in the aggregate, amount to thirty-six thousand dollars (\$36,000.00).

The testimony in No. 9311, Equity, by J. Brooks Mellor, Realtor, was to the effect that the property was worth thirty-two thousand, three hundred dollars (\$32,300.00) and the testimony of Charles F. Lee, Realtor, was to the effect that the property was worth thirty-six thousand, one hundred dollars (\$36,100.00). Your trustees have secured a recent appraisal of Harry U. Riepe, Realtor, who valued the property at thirty-five thousand dollars (\$35,000.00).

Your trustees further aver that they consider that the sales are fair and at the time of the making thereof were the highest, price obtainable for the property and request that they be ratified by this Honorable Court.

AND AS IN DUTY BOUND, ETC.

CHARLES F. RECHNER, JR.,  
C. ORMAN MANAHAN  
C. Ferdinand Sybert,  
Trustees.

24

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, this 26th day of January, 1951, personally appeared CHARLES F. RECHNER, JR., Trustee, and made oath in due form of law that the matters and facts hereinabove set forth are true and that he considers the above mentioned sales to be fair.

AS WITNESS my hand and notarial seal.

(Notarial Seal)

Nellie M. Stewart, Notary Public.

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

Before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, this 29th day of January, 1951, personally appeared C. ORMAN MANAHAN and C. FERDINAND SYBERT, Trustees, and made oath in due form of law that the matters and facts hereinabove set forth are true and that they consider the above mentioned sales to be fair.

AS WITNESS my hand and notarial seal.

(Notarial Seal)

Marianna S. Hodges, Notary Public.

Filed 6 February, 1951.

ORDER NISI

ORDERED, This 6 day of February, 1951, That the sales of the fee simple properties and easements mentioned in these proceedings made and reported by Charles F. Rechner, Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees, appointed by decree dated February 16, 1948 BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12 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 12 day of March next. The report states that the amount of sales to be \$36,000.00.

John H. Hopkins, 3rd, Clerk.  
Filed 6 February, 1951

CERTIFICATE OF PUBLICATION.

Annapolis, Md. March 19, 1951.

We hereby certify, that the annexed Order Nisi- Equity 9311-Mary Ann\_ Benson was published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of March, 1951. The first insertion being made the 15th day of February, 1951.

THE CAPITAL GAZETTE PRESS, INC.,

By D. B. Macey,

Filed 20 March, 1951

FINAL ORDER

ORDERED BY THE COURT, This 20th day of March, 1951, that the sales made and reported by the Trustees aforesaid, be and the same are hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

Filed 20 March, 1951.

(2)  
ANSWER OF C. J. LANGENFELDER & SON, INC., TO PETITION OF  
CHARLES F. RECHNER, JR., C. FERDINAND SYBERT AND C. ORMAN MANAHAN, TRUSTEES.

The answer of C.J. Langenfelder & Son, Inc. to the petition of Charles F. Rechner, Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees, filed herein, showing cause pursuant to the order of this Honorable Court dated March 22, 1951, why the relief prayed in said petition should not be granted, respectfully shows:

1. This respondent has no knowledge of the facts set out in Paragraph 1 of said petition.
2. This respondent has no knowledge of the facts set out in Paragraph 2 of said petition.
3. This respondent admits the allegations set out in Paragraph 3 of said petition.
4. Answering Paragraph 4 of said petition, this respondent admits that it subcontracted a portion of the work on said Freeway to John H. Ensey, and has no knowledge of the other facts alleged in said paragraph. This respondent alleges that said John H. Ensey was an independent contractor for whose alleged acts this respondent would not be liable in any event.
5. This respondent admits that on or about October 20, 1950, it received a request from Petitioners to remove the equipment from said land; that this respondent turned said letter over to John H. Ensey and has no knowledge of the other facts alleged in said paragraph.
6. This respondent has no knowledge of the facts set out in Paragraph 6 of said petition.
7. This respondent has no knowledge of the facts set out in Paragraph 7 of said petition.

WHEREFORE HAVING FULLY ANSWERED, THIS RESPONDENT PRAYS THAT IT MAY BE HENCE DISMISSED WITH ITS COSTS.

C. J. LANGENFELDER & SON, INC.

BY Royal C. Sherman

Atty. & Agent.

ROYAL C. SHERMAN

Rouse and Morton

Solicitors for C. J. Langenfelder & Son, Inc.,  
one of the respondents.

Service of copy admitted this 2nd day of April, 1951.

C. Ferdinand Sybert.

Filed 2 April, 1951

( )

## PETITION

The Petition of Charles F. Rechner, Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees, respectfully represents unto Your Honor, that:

1. That on February 6, 1951, your Petitioners reported a Sale of a portion of the property involved in these proceedings, to the State Roads Commission of Maryland, and of the remaining portion of said property to C. Braddock Jones.

2. The Contract of Sale with C. Braddock Jones, provides that possession shall be given at the time of settlement, which shall be ninety days after January 3, 1951.

3. That C.J. Langenfelder and Son, Inc., are contractors for a portion of The Baltimore-Washington Freeway, which has been sold to the State Roads Commission of Maryland by your Trustees.

4. That one John H. Ensey, who, your Petitioners are advised is a Sub-contractor of C.J. Langenfelder & Son, Inc., took possession of a portion of the land that your Trustees have sold to C. Braddock Jones and removed top soil therefrom, graded and changed the contour of said land, moved on to said land, large Hoppers for the loading of trucks with gravel and sand and has used said land over a period of many months, in connection with his road building operations, without the authority of this Honorable Court and without the knowledge and consent of your Petitioners.

5. That on October 20, 1950 your Petitioners requested C.J. Langenfelder & Son, Inc., to remove the equipment from said land make arrangements to pay damages to the Trustees for the benefit of all the parties involved in these proceedings. That subsequently the aforesaid John H. Ensey contacted your Petitioners and stated that he had paid the sum of Two Hundred Dollars, to James E. Hopkins, one of the Co-tenants, who is in possession of the property involved in these proceedings, for permission to occupy the aforesaid portion of the property.

6. Your Petitioners informed the said Ensey that the said James E. Hopkins was without authority to grant such permission, and unless arrangements were made to secure the permission of this Honorable Court to occupy said premises, he would have to vacate the same.

7. That no arrangements have been made for the occupancy of said premises by said Ensey; that he is still occupying said premises <sup>his occupancy</sup> is hampering your Trustees in the performance of their duties to deliver possession of the premises to the purchaser.

Your Petitioners therefore, pray that the Court:

1. Issue an order requiring the said John H. Ensey and C.J. Langenfelder & Son, Inc. to vacate the premises and remove therefrom, all chattels and equipment.

2. Award unto your Petitioners damages for the unlawful use of said land; said damages to be distributed to the parties involved in these proceedings, in accordance with their respective interest.

3. Grant such other and further relief as the nature of your Petitioners case may require.

May it please your Honors to grant unto your Petitioners the Writ of Subpoena directed to the said C.J. Langenfelder & Son, Inc., 8427 Pulaski Highway, Baltimore County, Maryland, and John H. Ensey, 1619 Ridgely Street, Baltimore City, Maryland, giving notice to them of the object and substances of this Petition 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 Orders ought not to be passed as prayed.

And they will ever pray,

Charles F. Rechner, Jr., Trustee

C. Ferdinand Sybert, Trustee

C. Orman Manahan, Trustee

Petitioners.

Filed 22 March, 1951

ORDER OF COURT

Upon the foregoing petition, it is ordered, this 22d. day of March, 1951, by the Circuit Court for Anne Arundel County, in Equity, that the Clerk of this Court forthwith issue the writ of subpoena directed to C.J. Langenfelder & Son, Inc., and John H. Ensey, and that the relief prayed in said petition shall be and the same is hereby granted, unless cause to the contrary be shown on or before the 2d. day of April, 1951, provided a copy of the foregoing petition and this order be served on the said C.J. Langenfelder & Son, Inc., and John H. Ensey on or before the 30th day of March, 1951.

Benjamin Michaelson, Judge.

Filed 22 March, 1951

ANSWER TO SHOW CAUSE ORDER

The Answer of John H. Ensey to the Petition and Show Cause Order of this Honorable Court dated March 22, 1951, respectfully shows as follows:

1. Answering Paragraph 1 of the Petition, your Respondent says that he has no knowledge of the allegations contained therein, and therefore neither admits nor denies the same but demands strict proof thereof.

2. Answering Paragraph 2 of the Petition, your Respondent says that he has no knowledge of the allegation contained therein, and therefore neither admits nor denies the same but demands strict proof thereof.

3. Answering Paragraph 3 of the Petition, your Respondent admits that C.J. Langenfelder & Son, Inc., are contractors for a portion of the Baltimore-Washington Freeway, but, having no competent knowledge of the alleged sale to the State Reeds Commission by the Trustees herein neither admits nor denies the same.

4. Answering Paragraph 4 of the Petition, your Respondent admits that he is sub-contractor, denies that he took possession of a portion of the land sold to C. Braddock Jones, denies that he removed the top soil therefrom, denies that he graded and changed the contour of said land.

Further answering the said Paragraph, your Respondent says that on August 18, 1950, he entered into a contract with one James E. Hopkins who was in possession of the said land, and who stated he was the owner thereof, whereby for a consideration of \$200.00, the said James E. Hopkins agreed to permit your Respondent to install and operate a concrete batching plant more specifically described in the contract and adjacent to the right of way of the said Baltimore-Washington Freeway; that the said James E. Hopkins was lawfully in possession of the said land and apparently had the right and authority to consummate the said contract with your Respondent; that your Respondent agreed therein to leave the land in the same condition as it was before he occupied it; that your Respondent had no knowledge of the ownership or interest of the alleged Trusteeship in the land in question. Your Respondent further says that, pursuant to the aforesaid contract, he placed upon the said land certain equipment which was used for the batching of concrete, consisting of one cement bin and one sand and gravel bin; that there was no top soil thereon at the time; that your Respondent believes and therefore alleges that the said land was used immediately prior thereto for the same purpose by Rae Construction Company, a North Carolina firm.

5. Answering Paragraph 5 of the Petition, your Respondent admits that he was requested by the Petitioners to remove the said equipment and to pay damages; that in answer to the said request, your Respondent informed the Petitioners that he was upon the land by lawful authority, and that he had paid a consideration for the said use as alleged.

6. Answering Paragraph 6 of the Petition, your Respondent admits that the Petitioners informed him that the said James E. Hopkins was without authority but denies that in fact and in law, the

the said James E. Hopkins was without authority. Furthermore, aside from the legal right and authority of the said James E. Hopkins, your Respondent justifiably relying upon the apparant right and authority of the said James E. Hopkins proceeded to install the said batching plant at considerable expense to himself, and set up his construction operations accordingly, that your Respondent thus changed his position as a result of the said Agreement and relied upon the same.

7. Answering Paragraph 7 of the Petition, your Respondent denies that he has made no arrangements for the alleged occupancy, but alleges, to the contrary, that he made specific written arrangements with one James E. Hopkins as aforesaid. Further answering said Paragraph, your Respondent denies that he is still occupying the said premises but alleges that, to the contrary, he voluntarily removed all of the said equipment from the land on or before March 1, 1951, and left the land in better condition than he found it; that he terminated the said use because he no longer needed the said plant in his work, and not as a result of the request or order of the Petitioners herein or anyone else. Your Respondent denies that his occupation is hampering the Petitioners in the performance of their duties, and alleges that to the contrary, his alleged use of the land in no way interferes with or hampers the right and obligation of the Petitioners in this respect, since the said use was terminated more than four weeks prior to the Petition herein.

8. Further answering the Petition, your Respondent alleges that he made the arrangement to use the land in good faith with one in possession of, and with apparent authority to deal with, the land in question; that your Respondent's occupancy was open and discernable to the most casual observer; that any purchaser of the said land was thus put upon constructive notice of the existence of and the nature of your Respondent's occupancy; that to force your Respondent to vacate the land would have unjustly caused him considerable inconvenience and expense and impede the construction of the Baltimore-Washington Freeway, in spite of the fact that your Respondent used every reasonable precaution to insure that his use of the said land was properly and legally authorized; that your Respondent's use of the said land has caused no damage to the Petitioners or to the alleged purchasers of the land, nor does it legally affect the right and duty of the Petitioners under the terms of the alleged sale to C. Braddock Jones.

9. Your Respondent respectfully denies that this Honorable Court has jurisdiction over the Petitioners' claims, since, the use complained of having terminated, there is no remedy which a Court of Equity can provide in the Trusteeship, and the <sup>e</sup> sold remaining claim is one for money damages, which your Respondent denies, and which can properly be brought only in a Court of Law.

WHEREFORE, having fully answered the Petition and Show Cause Order herein, your Respondent prays that the Court:

1. Dismiss the said Petition and Show Cause Order.
  2. Grant such other and further relief to your Respondent as your Honors shall determine proper.
- AND AS IN DUTY BOUND, your Respondent will ever pray.

Rouse and Morton

ANDERSON AND BARNES.

G. C. A. Anderson

James S. Morrow, Jr.,

Attorneys for Respondent, John H. Ensey.

I hereby certify that a copy of the foregoing Answer was served upon Charles F. Rechner, Jr., 200 Title Building, Baltimore, 2, Maryland, by mailing the same this 31st day of March, 1951.

James S. Morrow, Jr.,

Attorney for Respondent, John H. Ensey.

Filed 2 April, 1951.

P E T I T I O N .

The Petition of Mary Ann Benson and Robert C. Benson by their Solicitor, Charles F. Rechner, Jr., respectfully represents unto Your Honor, that:

1. Charles F. Rechner, Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees in this cause have paid out of the proceeds of the sales herein the sum of Seven Hundred Nineteen Dollars and Seventy-eight Cents (\$719.78) to the County Treasurer of Anne Arundel County, representing taxes on the property involved in these proceedings for the years 1948, 1949, 1950 and a pro rata share of the 1951 taxes up to the date of settlement with the purchasers of said property, and that said Trustees are about to state an account in this cause.

2. That the Answer of James E. Hopkins and Katheryn Elizabeth Hopkins, his wife, heretofore filed in this cause in Paragraph 5, thereof, states as follows:

"That in answer to paragraph 13 of said Bill, your Respondents admit that the said James E. Hopkins has been in possession of the property in question since the death of his mother, the life tenant, the said Elizabeth A. Hopkins; that after the death of the said Elizabeth A. Hopkins, all of her heirs, with the exception of the said Joseph H. Hopkins (who was then thought to have predeceased his mother), held a family conference at which all the other heirs present advised the said James E. Hopkins that none of them desired to occupy said property, and said other heirs present agreed with the said James E. Hopkins that he should have the right to occupy and farm said property for his own use and benefit, and without the payment of any rent, he to pay all taxes on said property; that from that time to the present, under said agreement, the said James E. Hopkins has occupied and farmed said property in a farmlike manner, and has used all the profits from said property for the betterment thereof, and has greatly enhanced the value of the property, all of which has inured to the benefit of the parties to this cause."

3. That your Petitioners aver that the said James E. Hopkins and Katheryn Elizabeth Hopkins have been in possession of the property in this cause during the pendency of this cause and were still in possession of said property at the time of final settlement with C. Braddock Jones, purchaser of the remaining portion of said property, which settlement took place on April, 5, 1951.

4. That the possession of said James E. Hopkins and Katheryn Elizabeth Hopkins was in pursuance of the agreement set forth in their Answer as hereinabove recited, and that your Petitioners, along with the other parties to said cause have a lien on the share of the said James E. Hopkins and Katheryn Elizabeth Hopkins, of the proceeds of the sales heretofore reported in this cause, for the amount of the taxes paid by the Trustees.

5. Your Petitioners therefore, request the Court to issue an Order directing the aforesaid Trustees in stating their account to deduct the sum of Seven Hundred Nineteen Dollars and Seventy-eight Cents (\$719.78) from the share of the proceeds of sale of the said James E. Hopkins and Katheryn Elizabeth Hopkins and to distribute said sum among the other parties to this cause according to their respective interest.

And they will ever pray.

CHARLES F. RECHNER, JR.,  
Charles F. Rechner, Jr.,  
Solicitor for the Petitioners.

Filed 14 April, 1951  
ORDER

It is this 23d. day of April, in the year one thousand, nine hundred and fifty-one, ordered by the Court that Charles F. Rechner, Jr., C. Ferdinand Sybert and C. Orman Manahan, Trustees in the within cause be and they are hereby ordered to deduct the sum of Seven Hundred Nineteen Dollars and Seventy-eight Cents (\$719.78) from the share of the proceeds of sale of James E. Hopkins and Katheryn Elizabeth Hopkins, in this cause and Auditor in stating the account should distribute the same among the other parties to said cause according to their respective interests.

Benjamin Michaelson,  
Judge.

A copy of the within Petition and Order mailed to C.Ferdinand Sybert and C.Orman Manahan,  
Solicitors for the Defendants, this \_\_\_\_\_ day of \_\_\_\_\_, 1951.

Charles F. Rechner, Jr.,

Order filed April 23, 1951.

*for future proceedings see No - Jones - not completed Equity record*

*not completed*

Clifton E. Montgomery,  
1428 Clifton Street, NW,  
Washington, D.C.

vs

H. C. Montgomery,  
Bogue-Chitto, Miss.

Samuel Lee Montgomery  
219 East 13th Street,  
Sarasota, Florida

Lonnie Montgomery,  
291 South 2nd Street,  
Memphis, Tennessee.

Clayton Montgomery,  
2520 14th Street, NW,  
Washington, D. C.

Elma Montgomery King Wirt,  
Route 2, Bogue Chitto, Miss.

Katie Ernestine Montgomery,  
an incompetent,  
2520 14th Street, NW.,  
Washington, D. C.

Elizabeth Montgomery Minor,  
2520 14th Street, NW.,  
Washington, D. C.

Lee Montgomery,  
20 New York Avenue, NE.,  
Washington, D. C.

Dona Louise Montgomery, Harkleroad  
2520 14th Street, NW.,  
Washington, D. C.

William O. Montgomery,  
Route 3, Bogue Chitto, Miss.

Morris Montgomery,  
Route 3, Bogue Chitto, Miss.

Harold Monygomery,  
Route 3, Bogue Chitto, Miss.

Cecil Montgomery,  
Route 3, Bogue Chitto, Miss.

Samuel L. Montgomery,  
Route 3, Bogue Chitto, Miss.

John Earl Spring, Sr.,  
Rout\_ 3, Bogue Chitto, Miss.

John Earl Spring, Jr., a minor,  
Route 3, Bogue Chitto, Miss.

Sylvia Spring, a minor,  
Route 3, Bogue Chitto, Miss.

Jacqueline Montgomery Kerrigan,  
228 Gallatin Street, N.W.,  
Washington, D. C.

Spence Montgomery  
228 Gallatin Street, NW.,  
Washington, D. C.

No. 9743 Equity

In the

Circuit Court

for

Anne Arundel County

Hardy Montgomery, Jr.,  
Route 1, Brookhaven, Mississippi,  
% Mrs. Willis Maxwell

Max Montgomery,  
Route 1, Brookhaven, Mississippi,  
% Mrs. Willis Maxwell

Sheldon Montgomery,  
Route 1, Brookhaven, Mississippi,  
% Mrs. Willis Maxwell

Marguerite Montgomery Headley,  
Route 1, Brookhaven, Mississippi,  
% Mrs. Willis Maxwell,

And all unknown heirs of  
Hazel Montgomery.

*Handwritten mark*

*Handwritten mark*

## BILL OF COMPLAINT FOR SALE OF REALTY FOR PURPOSE OF PARTITION.

To the Honorable the Judge of said Court:

Your orator, complaining says:

1. That Hazel Montgomery during her lifetime and at the time of her death was seized and possessed of a parcel of land lying in the First Election District of Anne Arundel County, known and distinguished as Lot 30, Block K, Selby on the Bay Properties, said parcel of land having been acquired by the said Hazel Montgomery from the Williams Realty Co., Inc., by deed dated October 27, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 191, folio 487, said deed being filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this Bill of Complaint.

2. That being so seized and possessed, the said Hazel Montgomery, spinster, departed this life intestate during the year 1940 at Memphis, Tennessee, and left surviving her the following heirs to whom the said parcel of realty has descended:

1. H.C. Montgomery, adult, a brother of the said Hazel Montgomery, a non-resident now living at Bogue Chitto, Mississippi, whose interest in the said realty is a one seventh.

2. Samuel Lee Montgomery, adult, a brother, a non-resident now living at 219 East 13th Street, Sarasota, Florida, to whom a one seventh interest in the said realty devolved by operation of law.

3. Lonnie Montgomery, adult, a sister, a non-resident now living at 291 South 2nd Street, Memphis, Tennessee, who also acquired a one seventh interest by operation of law.

4. The heirs of Abel C. Montgomery, a brother of the said Hazel Montgomery, who died in 1938, two years prior to the death of the said Hazel Montgomery, and left as his only heirs to whom his one-seventh interest devolved as follows:

(a) Elma Montgomery King Wert, an adult daughter, non-resident now living at Bogue Chitto, Mississippi, whose interest in the total realty is a one-forty-ninth.

(b) Katie Ernestine Montgomery, an incompetent, daughter, adjudged so by the Lincoln County Equity Court, Mississippi, a non-resident now living at 2520 14th Street, NW, Washington, D. C., whose interest in the total realty is a one forty-ninth.

(c) Elizabeth Montgomery Minor, an adult daughter, non-resident now living at 2520 14th Street NW., Washington, D.C., whose interest in the total realty is a one forty-ninth.

(d) YOUR ORATOR, Clifton E. Montgomery, an adult son, non-resident, now living at 1428 Clifton Street, NW, Washington, D.C., whose interest in the total realty is a one forty-ninth.

(e) Lee Montgomery, an adult son, non-resident now living at 20 New York Avenue, NE, Washington, DC, whose interest in the total realty is a one forty-ninth.

(f) Clayton Montgomery, an adult son, non-resident now living at 2520 14th Street, NW., Washington, D.C., whose interest in the total realty is a one forty-ninth.

(g) Dona Louise Montgomery Harkleroad, an adult daughter, non-resident now living at 2520 14th Street, NW. Washington, D.C., whose interest in the total realty is a one-forty-ninth.

5. The children of William W. Montgomery, a brother of the said Hazel Montgomery, who died in 1914, and left surviving him six (6) children of whom the said William W. Montgomery's one seventh interest devolved as follows:

(a) William O. Montgomery, an adult son, non-resident residing at Bogue Chitto, Mississippi, a one forty-second interest in the total.

(b) Morris Montgomery, an adult son, non-resident, last residing at Bogue Chitto, Mississippi, a one forty-second interest in the total.

(c) Harold Montgomery, an adult son, non-resident, last residing at Bogue Chitto, Mississippi, a one forty-second interest in the total.

(d) Cecil Montgomery, an adult son, non-resident last residing at Bogue Chitto, Mississippi, a one forty-second interest in the total

(e) Samuel L. Montgomery, an adult son, non-resident last residing at Bogue Chitto, Mississippi, a one-forty-second interest in the total.

(f) The husband and children of Huldah Montgomery<sup>Spring</sup>, who died in 1941 and left surviving her a husband John Earl Spring, Sr., a son, John Earl Spring, Jr., a minor, and a daughter, Sylvia Spring, a minor, all of whom reside at Bogue Chitto, Mississippi, and each of whom holds a one one-hundred twenty-sixth interest in the total realty.

(6) The children of Woodward Montgomery, a brother of the said Hazel Montgomery, who died intestate in 1920 and was survived by his two children, Jacqueline Montgomery Kerrigan, adult, and Spence Montgomery, adult, both non-residents residing at 228 Gallatin Street, NW., Washington, D.C., each of whom holds a one fourteenth interest in the total.

(7) The children of Hardy Montgomery, a brother of the said Hazel Montgomery, who died in 1924 and was survived by his four children, all adults, to wit: Hardy Montgomery, Jr., Max Montgomery, Sheldon Montgomery, Marguerite Montgomery Headley, all non-resident last resident at Route 1, Brookhaven, Mississippi, % Mrs. Willis Maxwell, each of the said children being entitled to a one twenty-eighth interest in the total realty.

That the said parcel of real estate cannot be divided in kind without material loss and injury to the parties entitled to the same.

To the end, therefore:  
(1) That the Court may decree a sale of the above-described real estate, and a division of the money arising from such sale among the parties entitled thereto according to their respective rights.

(2) That your Orator may have such other and further relief as this case may require.

And as in duty bound, etc.,

George B. Woelfel,  
9-11 School Street, Annapolis, Maryland  
Solicitor for Plaintiff.

Filed July 26", 1949.

PLAINTIFF'S EXHIBIT # 1.

(Int Rev. Stamps \$1.50) (Md. State Stamps \$1.40)

THIS DEED, Made this 27th day of October, in the year one thousand nine hundred and thirty-eight by and between WILLIAMS REALTY COMPANY, INC., a body corporate under the laws of the State of Delaware, party of the first part, and Hazel Montgomery, of Washington, District of Columbia, party of the second part.

WITNESSETH, that for and in consideration of the sum of Ten (\$10.00) Dollars, receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said party of the second part, in fee simple, the following described land and premises, situate in the First Election District of Anne Arundel County and known and distinguished as Lot 30, Block K, Selby on the Bay Properties, which is laid down on plat thereof duly recorded in the office of the Clerk of Circuit Court of Anne Arundel County and recorded in Plat Book F.S.R. 3, Folio 5, being a part of the property conveyed to Alvin G. Branham, and Otis L. Williams, Jr., by Enoch P. Johnson by deed dated October 24, 1930, recorded among the Land Records of said County in Liber F.S.R. 78, Folio 182; and being a part of the same property conveyed to the Williams Realty Company, Inc., party of the first part, by Alvin G. Branham, et al, by deed dated October 2, 1935, recorded among the Land Records of Anne Arundel County in Liber \_\_\_145 Folio 301. SUBJECT, nevertheless, to the covenants and restrictions of record, together with all and singular the ways, easements, rights, privileges, and appurtenances to the same belonging or in

anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity or otherwise however, of the said party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the above described property unto the said GRANTEE, HER HEIRS AND ASSIGNS, IN FEE SIMPLE.

AND the said party of the first part covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances of said land as may be requisite or necessary.

IN TESTIMONY WHEREOF, the said WILLIAMS REALTY COMPANY, Inc., hath on the 27th day of October, A.D., 1938, caused these presents to be signed by Otis L. Williams, Jr., its President attested by Carl R. Yagle its Secretary and its corporate seal to be hereunto affixed; and doth hereby appoint Otis L. Williams, Jr., its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

WILLIAMS REALTY COMPANY, Inc.,

(Corporate Seal)

By Otis L. Williams, Jr., President.

Attest:

Signed, sealed and delivered in the presence of-

Carl R. Yagle, Secretary.

Mary H. Shadrick.

DISTRICT OF COLUMBIA, TO WIT:

I, Mary H. Shadrick, a Notary Public in and for the District of Columbia do hereby certify that Otis L. Williams, Jr., who <sup>is</sup> personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date on the 27th day of October, A.D., 1938, and hereto annexed, personally appeared before me in said Otis L. Williams, Jr., and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of Williams Realty Company, Inc., the grantor therein.

GIVEN under my hand and seal this 27th day of October, A.D., 1938.

(Notarial Seal)

Mary H. Shadrick, Notary Public D.C.

My Commission expires April 25, 1939.

Recorded 16 Nov. 1938 at 9 o'clock A.M. Liber F.A.M. No. 191, folio 487.

Filed July 26", 1949.

#### ORDER OF PUBLICATION

The object of this bill is for the Court to decree a sale of the real estate mentioned in these proceedings for the purpose of partition and to have the proceeds arising from such sale divided among the parties entitled thereto according to their respective interests. And for such other and further relief as the complainant's case may require.

The bill recites:

That Hazel Montgomery during her lifetime and at the time of her death was seized and possessed of a parcel of land lying in the 1st Election District of Anne Arundel County, known as Lot 30, Block K. Selby-on-the-Bay Properties, said lot having been acquired by the said Hazel Montgomery from the Williams Realty Co., Inc., by deed dated October 27, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 191 folio 487, said deed being filed herewith as Plaintiff's Exhibit No. 1, and is prayed to be taken as part and parcel of this Bill of Complaint.

That being so seized and possessed, the said Hazel Montgomery, spinster, died intestate in 1940 at Memphis, Tennessee, and left surviving her the following heirs to whom the said parcel of realty has descended by operation of law:

1. H. C. Montgomery, a brother, adult

2. Samuel Lee Montgomery, a brother, adult
3. Lonnie Montgomery, a sister, adult,
4. The heirs of Abel C. Montgomery, a brother, adult, who died in 1938 and left surviving the following children:
  - (a) Elma Montgomery King Wert, a daughter, adult.
  - (b) Katie Ernestine Montgomery, incompetent daughter.
  - (c) Elizabeth Montgomery Minor, a daughter, adult.
  - (d) Clifton E. Montgomery, a son, adult.
  - (e) Lee Montgomery, a son, adult.
  - (f) Clayton Montgomery, a son, adult.
  - (g) Dona Louise M. Harkleroad, a daughter, adult.

5. The children of William W. Montgomery, a brother, who died in 1914, and left surviving the following children:

- (a) William O. Montgomery, a son, adult.
- (b) Morris Montgomery, a son, adult.
- (c) Harold Montgomery, a son, adult.
- (d) Cecil Montgomery, a son, adult.
- (e) Samuel L. Montgomery, a son, adult.
- (f) The husband and children of Huldah Montgomery Spring, an adult daughter of William W. Montgomery, who died in 1941 and left as her only heirs at law:

John Earl Spring, Sr., husband.

John Earl Spring, Jr., son, minor.

Sylvia Spring, daughter, minor.

6. The children of Woodford Montgomery, a brother, who died intestate in 1920 and was survived by his two children, to wit:

- (a) Jacqueline Montgomery Kerrigan, adult daughter.
- (b) Spence Montgomery, adult son.

7. The children of Hardy Montgomery, a brother, who died in 1924 and was survived by his four children, to wit:

- (a) Hardy Montgomery, Jr., a son, adult.
- (b) Max Montgomery, a son, adult.
- (c) Sheldon Montgomery, a son, adult.
- (d) Marguerite Montgomery Headley, a daughter, adult.

That all of the above-named persons are non-residents of the State of Maryland.

That the said parcel of realty cannot be divided in kind without material loss and injury to the parties entitled to the same.

It is therefore ORDERED, by the Circuit Court for Anne Arundel County, this 26<sup>th</sup> day of July, 1949, that the Complainant, by causing a copy of this order to be inserted in some newspaper, printed in Anne Arundel County, once in each of four successive weeks, before the 2<sup>nd</sup> day of September, 1949, give notice to the said absent Defendants of the object and substance of this Bill of Complaint, ordering them to be and appear in this Court in person or by solicitor, on or before the 17<sup>th</sup> day of September, 1949, and show cause, if any they have, why the relief prayed for herein by the Complainant should not be granted.

John H. Hopkins, 3<sup>rd</sup>, Clerk.

Filed July 26, 1949

CERTIFICATE OF PUBLICATION

Annapolis Md., March 31, 1950

We hereby certify that the annexed Order of Publication Eq. #9743-CLIFTON E.MONTGOMERY- 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 September, 1949. The first insertion being made the 20th day of July, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. Duplicate.

By R. L. Brown.

Filed April 3, 1950.

DECREE PRO CONFESSO

The defendants:

H. C. Montgomery, Samuel Lee Montgomery, Lonnie Montgomery Elma Montgomery King Wert, Elizabeth Montgomery Minor, Lee Montgomery, Clayton Montgomery, Dona Louise Montgomery Harkle-road, William O. Montgomery, Morris Montgomery, Harold Montgomery, Cecil Montgomery, Samuel L. Montgomery, John Earl Spring, Sr., Jacqueline Montgomery Kerrigan, Spence Montgomery, Hardy Montgomery, Jr., Max Montgomery, Sheldon Montgomery, Marguerite Montgomery Headley, 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 3rd day of April, 1950, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED, and DECREED that said Bill of Complaint be and the same is hereby taken Pro Confesso against 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.

Benjamin Michaelson, Judge.

Filed March 28, 1950.

PETITION FOR APPOINTMENT OF A GUARDIAN AD LITEM .

To the Honorable, the Judge of said Court:

The petition of the plaintiff, Clifton E. Montgomery, respectfully shows:

1. That all of the defendants in the above case have been duly summoned by Order of Publication but that Katie Ernestine Montgomery, an incompetent, 2520 14th Street, NW, Washington, D. C. and John Earl Spring, Jr., an infant, Route #3, Bogue Chitto, Mississippi, and Sylvia Spring, and infant, Bogue, Chitto, Mississippi, cannot answer or defend themselves in this case.

Therefore, your Petitioner prays:

1/ That a Guardian ad litem may be appointed to appear and answer on behalf of the said Katie Ernestine Montgomery, an incompetent, John Earl Spring, Jr., an infant, and Sylvia Spring, an infant.

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

And as in duty bound, etc.

George B. Woelfel,

Attorney for petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that upon this 27th day of March, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Clifton E. Montgomery who made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of his knowledge and belief.

(Notarial Seal)

Mary M. Hoff, Notary Public

Filed March 28", 1950

ORDER OF COURT.

Upon the foregoing petition and affidavit, it is this 3d day of April, 1950, by the Circuit Court for Anne Arundel County in equity, ADJUDGED, ORDERED and DECREED that John H. Hopkins, IV, be, and he is hereby appointed Guardian ad litem in this case for Katie Ernestine Montgomery, an incompetent, John Earl Spring, Jr., an infant, and Sylvia Spring, an infant.

BENJAMIN MICHAELSON, Judge.

Filed April 3", 1950.

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judge of said Court:

The answer of Katie Ernestine Montgomery, an incompetent, John Earl Spring, Jr., and Sylvia Spring, infants by John H. Hopkins, 4th, their guardian ad litem, respectfully shows:

1. That the defendant, Katie Ernestine Montgomery, being an incompetent, and the defendants, John Earl Spring, Jr., and Sylvia Spring, being infants, they can neither admit nor deny the allegations of the Bill of Complaint, and, therefore, pray the Court to look after their interests.

John H. Hopkins, IV,  
Guardian ad Litem.

Filed April 5, 1950.

PETITION TO TAKE TESTIMONY AND FOR THE APPOINTMENT OF SPECIAL STENOGRAPHER.

TO THE Honorable, the Judge of said Court:

The petition of Clifton Montgomery respectfully shows:

1. That heretofore your petitioner has filed his Bill of Complaint in this Honorable Court seeking the sale of certain real estate for the purpose of partition, said real estate being Lot 30, Block K, Selby on the Bay.

2. That all known and unknown heirs who might assert a claim of a partial interest in this real estate were notified of these proceedings in this Honorable Court by Order of Publication inserted in the "Maryland Gazette", a newspaper having general circulation throughout Anne Arundel County.

3. That John H. Hopkins, 4th, acting as Guardian ad litem, has filed an answer to the Bill of Complaint for and on behalf of the following heirs: Katie Ernestine Montgomery, incompetent, John Earl Spring, Jr., and Sylvia Spring, infants.

Wherefore, your petitioner prays,

- (1) That leave may be granted the parties to this cause to take whatever testimony they may desire.
- (2) That a special stenographer may be appointed to take down and transcribe the testimony to be given in this cause.

And as in duty bound, etc.

George B. Woelfel,  
Solicitor for Petitioner

ORDER OF COURT.

Upon the foregoing petition, it is this 11th day of April, 1950, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that leave be, and the same is hereby granted the parties to this cause to take whatever testimony they may desire before any standing examiner of this Court.

And it is further ORDERED by the authority aforesaid that Katherine McCutchan be, and she is hereby appointed special stenographer in this cause to take down and transcribe the testimony to be given in this cause without fear, favor or prejudice.

Benjamin Michaelson, Judge.

Filed 11 April, 1950

ORDER TO ENTER APPEARANCE:

Mr. Clerk:

Please enter my appearance in the above-entitled case as solicitor for the Plaintiff.

Thomas J. Curley,  
9-11 School Street, Annapolis, Maryland,  
Solicitor for Plaintiff.

Filed April 27", 1950

TESTIMONY ON BEHALF OF THE PLAINTIFF, APRIL 15, 1950, 10 A.M.

Present:

Mr. Thomas J. Curley, Solicitor for Plaintiff

Mr. Emanuel Klawans, Examiner

Katharine H. McCutchan, Stenographer, appointed by Order of Ct. dated 4-11-50

Mr. John H. Hopkins, IV, Guardian Ad Litem

Witnesses:

Clifton E. Montgomery, pages 2 to 8 inc.

Elizabeth Montgomery Minor, page 9.

Henry Lee Montgomery, page 10.

E.K. \$8.00 K.McC. \$12.00

Clifton E. Montgomery, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Thomas J. Curley)

1. State your name.

A. Clifton E. Montgomery

2. Your address?

A. 1428 Clifton Street, N.W., Washington, D.C.

3. You filed the original Bill of Complaint in this case, did you not?

A. I did.

4. This proceeding has been undertaken in order to sell, for the purpose of partition, a certain lot of ground in Anne Arundel County. Now, this particular lot of land belongs to whom?

A. Miss Hazel Montgomery.

5. Miss Hazel Montgomery was a spinster?

A. Yes

6. What was her relation to you?

A. An aunt,

7. Is she living or dead?

A. She is dead.

8. When did she die?

A. It was in the Spring of 1940.

9. Did she leave a will?

A. She did not.

10. Was there any administration of her estate?

A. Yes, in Washington, D.C. and Lincoln County, Mississippi. Samuel L. Montgomery was the Administrator in Washington, D.C., and H. C. Montgomery, was the administrator in Lincoln County. They were appointed by the Courts of their jurisdictions.

11. Where was she residing at the time of her death?

A. Memphis, Tennessee.

12. Was she survived by either her father or mother?

A. She was not.

13. Has she ever been married?

A. No.

14. Then she had neither husband nor children?

A. Correct,

15. Which of her brothers and sisters survived her, how old are they and where do they live?

A. Henry Columbus Montgomery. He is 66 now—he would have been about 55 at the time of her death. He lives in Bogue Chitto, Miss. Samuel L. Montgomery. He is 62 and he lives in Sarasota, Florida. Lonnie Montgomery, 72, 291 South Second St., Memphis, Tenn.;

16. Those are all of her brothers and sisters who survive her?

A. Yes.

17. Which of her brothers and sisters predeceased her?

A. Abel C. Montgomery, who died February, 1938, William W. Montgomery, who died in 1920 and Hardy Montgomery, who died in 1924.

18. Was Abel C. Montgomery married?

A. Yes.

19. Is his widow living?

A. Yes.

20. What is her name?

A. Lois Montgomery.

21. Is she an adult?

A. Yes.

22. Was he survived by any children?

A. Yes he was.

23. State their names and ages and addresses.

A. Elma Montgomery King Wert, adult, now living in New Orleans, La.

24. Is she married?

A. Yes.

25. What is her husband's name?

A. Carl Wert.

26. Is he an adult?

A. Yes.

27. Are there any others?

A. Yes, Katie Ernestine Montgomery, Incompetent. She is in Mississippi.

28. How old is she?

A. She is 38.

29. Is she married?

A. No.

30. Any others?

A. Elizabeth Montgomery Minor. She is an adult—she is not married—she resides in Washington, D.C., Clifton E. Montgomery, adult, resides in Washington, D.C., He is married and his wife's name is Mary Lee. Lee Montgomery, adult, 20 New York Avenue, N.E., Washington, D.C. He is married, wife's name Hazel. And Clayton Montgomery, adult, lives in Washington, D.C., not married. Dona Louise Montgomery Harkleroad, adult, lives in Brentwood, Maryland now.

31. Is she married?

A. Yes.

32. What is her husband's name?

A. D. J. Harkleroad.

33. Is he an adult?

A. Yes, he is 29.

34. Where was Mrs. Harkleroad living July 26, 1949?  
A. Washington, D. C.
35. Did Abel C. Montgomery have any other children who did not survive him?  
A. Yes.
36. What are their names?  
A. Clara, who died when 2 weeks old, Leslie, who died at 14, and Ida Marie, who died when she was three.
37. What was the name of the next deceased?  
A. William W. Montgomery.
38. Was he survived by any widow?  
A. Yes.
39. What was her name?  
A. Lucia.
40. How old is she?  
A. About 65.
41. Where does she live.  
A. Bogue Chitta, Miss.
42. Did he leave any children surviving him?  
A. Yes.
43. Name the children and state whether they are adult and whether they are married and where they are living?  
A. William O. Montgomery, Morris Montgomery, Harold Montgomery, Cecil Montgomery and Samuel L. Montgomery, - they are all adult and all married and all live in Mississippi.
44. Did he have any other children who did not survive him?  
A. Yes.
45. Name them.  
A. Hulda Montgomery Spring.
46. How old was she when she died?  
A. About 35.
47. Is she survived by any husband?  
A. Yes.
48. What is his name?  
A. Earl
49. Is he an adult?  
A. Yes.
50. Where does he live?  
A. Lincoln County, Miss.
51. Was she survived by any children?  
A. Yes.
52. Name them.  
A. John Earl Spring.
53. What age?  
a. About 15.
54. Where is he living?  
A. Mississippi.
55. Any others?  
A. Yes, Sylvia Spring, she is about 13 and she is a resident of Mississippi.

56. Did he have any other children?  
A. No.
57. There were no other children of hers that have died?  
A. Correct.
58. Who was the next deceased child?  
S. Houston Montgomery. He had never been married or had any children.
59. Were there any other deceased children of William W. Montgomery?  
A. No, there were not.
60. Did Houston Montgomery have any other deceased brothers and sisters?  
A. Yes.
61. Name them.  
A. Hardy Montgomery.
62. Was he survived by any widow?  
A. Yes.
63. What is her name?  
A. Eula Montgomery.
64. What is her age?  
A. About 60.
65. what is her residence?  
A. Mississippi.
66. Was he survived by any children?  
A. Yes.
67. What were their names, ages and residences?  
A. Hardy, Jr., 35, Max, 33, Sheldon 29, Marguerite Montgomery Headley, 31. All reside in Mississippi.
68. Did Hardy Montgomery have any children of deceased children,  
A. No, he did not.
69. Did the deceased children of Hardy Montgomery leave any children or spouses?  
A. No.
70. What other deceased brothers or sisters of Hazel Montgomery are there?  
A. Woodford Montgomery.
71. Did he leave a widow?  
A. Yes.
72. What is her name, age and residence?  
A. Edna Spence Montgomery Kaiser, she is about 60 or 65 and resides in Washington, D.C.
73. Was he survived by any children?  
A. Yes, two.
74. State their names, ages and residences.  
A. Jacqueline, 38, resident of Washington, D.C. Spence Montgomery, 34, resident of Washington, D.C.
75. There are no other deceased children of Woodford Montgomery?  
A. No.
76. What other brothers or sisters of Hazel Montgomery were there who did not survive her?  
A. Elizabeth Montgomery.
77. Was she survived by any husband?  
A. No.
78. Was she survived by any children.  
A. No.

79. Or any children of her deceased children?

A. No.

80. What real estate did she have in Maryland?

A. A lot at Selby-on-the-Bay.

81. I hand you this instrument and I ask you what this is?

A. That is the deed to the property which she left.

(Deed Marked as Plaintiff's Exhibit No. 1).

82. What does the property consist of?

A. One building site or building lot.

83. About how big?

A. Approximately 65 x 100 feet.

84. Is it waterfront?

A. I suppose you would call it waterfront. It is about 100 yards from the beach. It has waterfront privileges.

85. What improvements?

A. Not any-just an unimproved lot.

86. What is the value of it?

A. I would put a top figure on it of about \$800.00.

87. Can that lot be divided in kind among all of the parties of interest?

A. No, not without selling. It would utterly destroy its value to divide.

88. Would you say that it is to the benefit and advantage of the infants and of the incompetent as well as to the other parties of this case for the lot to be sold and the proceeds to be divided?

A. I would.

89. Why?

A. There is no way to divide it. As it is it is of no value to anyone. It would be lost for non-payment of taxes.

To the General Question under the rule the witness says "No".

Clifton E. Montgomery

Elizabeth Montgomery Minor, a witness of lawful age, being first duly sworn, deposes and says.

(Mr. Thomas J. Curley)

1. State your name and address.

A. Elizabeth Montgomery Minor, Washington, D.C.

2. What relation was Hazel Montgomery to you?

A. Aunt.

3. You are acquainted with the property concerned in this proceeding?

A. Yes.

4. You have heard the testimony of Clifton E. Montgomery as to the relatives of Hazel Montgomery, deceased. Was it correct as he stated it?

A. Yes, to the best of my knowledge.

5. What does this property consist of?

A. A lot of ground approximately 65 x 100 feet without any improvements and with no waterfront but with waterfront privileges.

6. What, in your opinion, is its fair market value?

A. \$800.00.

7. Do you think it is susceptible of division in kind among the parties who are entitled to it now?

A. It could not be divided up.

8. Would it be for the benefit and advantage for the infants and the incompetent and the other parties in this case for it to be sold and the proceeds divided.

A. Yes.

9. Why?

A- Too many heirs-the value of it would never amount to anything to anyone. It would just go for taxes.

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

Elizabeth Montgomery Minor

Henry Lee Montgomery, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Thomas J. Curley)

1. State your name and address.

A. Henry Lee Montgomery, Washington, D.C.

2. What is your relation to Hazel Montgomery?

A. She was my Aunt.

3. You are acquainted with this property about which we are speaking?

A. Yes.

4. Do you know what the property consists of?

A. It is a lot of ground approximately 65 x 100 feet, unimproved, at Selby-on-the Bay.

5. You have heard the testimony of Clifton E. Montgomery relative to the names, and one of the heirs of Hazel Montgomery. Was the testimony correct?

A. It was as far as I know.

6. What value do you place on the property?

A. Approximately \$800.00.

7. Do you think the property is susceptible of division in kind among the parties who are entitled to it now?

A. You could not divide it.

8. Why do you feel that?

A. The property is such a small place if it were divided up we would not all be able to get anything.

9. Then you feel that the only solution is to sell the property and divide the proceeds?

A. Yes.

10. Do you feel a sale of the property and division of the proceeds would be to the advantage of the infants, and the incompetent and the other parties in this case?

A. I do.

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

Henry Lee Montgomery

TO Carroll Worthington, a witness of lawful age, next being called on behalf of the Plaintiff, deposes and says:

(Thomas J. Curley)

1. State your name and address?

A. T. Carroll Worthington, Townsworth Bldg, South St. Annapolis, Maryland.

2. What is your occupation?

A. Realtor.

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

A. Since 1933.

4. Do you maintain an office in the City of Annapolis?

A. I do.

5. Are you familiar with the prices of real estate in the City of Annapolis and in Anne Arundel County?

A. Yes.

6. Are you familiar with Lot No. 30 Block "K" Selby on the Bay?
- A. Yes I am.
7. Describe the said lot?
- A. The lot is approximately 48 x 120 on Beach Drive near Cedar-grove Avenue in Selby on the Bay.
8. Are there any improvements on this lot?
- A. No it is vacant.
9. What, in your opinion, is the fair market value of the said lot of ground?
- A. \$750.00.

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 the plaintiff's solicitor is returned to the Court.

WITNESS my hand and seal this 27th day of April, 1950.

Emanuel Klawans.

Filed 15 May, 1950.

DECREE DIRECTING SALE OF REAL ESTATE.

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

And the Court being satisfied from the testimony that the property mentioned in these proceedings, namely, Lot 30, Block K. Selby on the Bay, First Election District of Anne Arundel County, cannot be divided in kind without material loss and injury to the parties entitled to the same, wherefore it is necessary that there be a sale of the above-described real estate and a division of the money arising from such sale among the parties entitled thereto according to their respective rights.

It is thereupon this 12th day of July, 1950, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED, and DECREED that George B. Woelfel be and he is hereby appointed Trustee to make said sale of the above-mentioned real estate, and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties, to be approved by this Court, in the penalty of One Thousand Dollars (\$1,000.00) 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 such weekly newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which terms shall be Two Hundred Fifty (\$250.) Dollars cash on the day of sale, balance to be paid upon the ratification of the sale, and, as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with, an annexed affidavit of the trust 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

J.H.H. No. 69 Equity

he shall appear to have discharged his trust.

Benjamin Michaelson,  
Judge.

Filed July 12, 1950

## TRUSTEE'S BOND

Know all Men by these presents, That we, George B. Woelfel as Principal, of Anne Arundel County, and the Globe Indemnity Co. of New York as Surety, duly authorized to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, or its certain attorneys, in the sum of One Thousand (\$1,000.00) Dollars, for the payment of which sum well and truly to be made, we and each of us bind ourselves, jointly and severally, and our respective heirs, executors and administrators, firmly by these presents.

Signed, Sealed and dated the 15th day of July, 1950.

The condition of the above obligation is such, that whereas, by Decree of the Circuit Court for Anne Arundel County sitting in Equity, dated July 12th, 1950, in a cause therein pending, wherein Clifton E. Montgomery is complainant, and H. C. Montgomery, et al, defendants, it was among other things ordered, that the above bounden George B. Woelfel be appointed Trustee to sell the real estate in these proceedings mentioned and to well and truly perform the trust reposed in him. Now, therefore, the above obligation is such that if the above bounden George B. Woelfel shall well and truly execute the trust reposed in him by this decree or any future decree or other in the premises, then the above obligation to be void, otherwise to remain in full force and virtue of law.

Witness:		George B. Woelfel	(Seal)
Mary M. Hoff	(Corporate Seal)	John H. Hopkins, IV. (SEAL)	
Katharine H. McCutchan		Agent for Globe Indemnity Co.	

Approved John H. Hopkins, 3rd, Clerk.  
Filed July 15<sup>th</sup>, 1950.

## TRUSTEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY: LOT 30, BLOCK B, SELBY-ON-THE-BAY.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County dated July 12th, 1950, and passed in a cause therein pending wherein Clifton K. Montgomery was plaintiff and H. C. Montgomery et al, were defendants, the undersigned was duly appointed Trustee to sell the property hereinafter described and will sell the same at Public Auction, at the Court House Door on TUESDAY, AUGUST 15th, 1950 AT 11 O'CLOCK A.M..

All that unimproved lot of ground situated in the First Election District of Anne Arundel County known and designated as Lot 30, Block K, Selby-on-the-Bay Properties, as shown on a plat thereof recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod X, Folio 5, located on Beach Drive near Cedargrove Avenue in Selby-On-The-Bay, having a frontage on Beach Drive of 65 feet, a rear width of 31 feet, and an even depth of 1920 feet more or less.

TERMS OF SALE: A Cash Deposit of \$250.00 will be required on day of sale, balance of purchase price to be paid upon ratification of sale by the Court, interest at the rate of 6% to be charged on balance from day of sale to day of settlement, or all cash at the option of the purchaser. All expenses to be adjusted to date of settlement.

GEORGE SCIBLE, Auctioneer.

GEORGE B. WOELFEL, Trustee  
9-11 School St., Annapolis, Md.

## AUCTIONEER'S CERTIFICATE.

I hereby certify that I the undersigned auctioneer sold the property described on the opposite side of this hand bill to Elizabeth Kramer at and for the sum of two hundred fifty dollars cash, She being at that figure the highest bidder therefor.

George B. Woelfel, Witness.

Geo W. Scible, (Seal)  
Auctioneer.

Filed 15 August, 1950.

J.H.H. No. 69 Equity

## REPORT OF SALE .

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 12th day of July, 1950, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, he, did, pursuant to said notice, attend at the Court House Door, in the City of Annapolis, Maryland, on the 15th day of August, 1950, at 11 o'clock A.M. (DST), and then and there proceeded to sell said property in manner following, that is to say:

Your Trustee offered at public auction to the highest bidder the property mentioned in the said decree, situate in the First Election District of Anne Arundel County, and being known as Lot No. 30 of Block "K" of Selby on the Bay as shown on a certain map of Selby on the Bay, which said map is duly recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 5, new plat reference Cab. No. 1, Rod X, Plat No. 5.

And your said Trustee sold the above described property to Elizabeth A. Kramer at and for the sum of Two Hundred Fifty (\$250) Dollars, she being at that sum the highest bidder therefor, the terms of said sale being cash.

Respectfully submitted,

George B. Woelfel, Trustee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 17th day of August, in the year 1950, before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared George B. Woelfel, Trustee named in the above report of sale, and made oath in due form of law, that the matters and facts 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 seal Notarial.

(Notarial Seal)

Mary M. Hoff, Notary Public.

Filed 22 August, 1950

## ORDER NISI

ORDERED, this 22nd day of August, 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 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 that the amount of sales to be \$250.00.

John H. Hopkins, 3rd, Clerk.

Filed 22 August, 1950

## CERTIFICATE OF PUBLICATION.

Annapolis, Md. Sept. 20, 1950

We hereby certify, that the annexed Order Nisi-Eq. #9743-CLIFTON E. MONTGOMERY 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 September, 1950. The first insertion being

made the 23rd day of August, 1950.

The Capital-Gazette Press, inc.,

No. MG 4534

By R. L. Brown,

Filed Sept. 27", 1950

## FINAL ORDER

ORDERED BY THE COURT, This 28th day of September, 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 Auditor.

Benjamin Michaelson, Judge.

Filed 28 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 17, 1950.

All of thich is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Clifton E. Montgomery vs H.C. Montgomery, et al,

in ac.

To Trustee for Commissions, viz:	<u>17.50</u>	17.50
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	41.10	
John H. Hopkins, IV, -Guardian ad Litem	4.00	
Emanuel Klawans- Examiner's fee	8.00	
Katharine McCutchan-stenographer's fee	12.00	
Auditor- stating this account	<u>18.00</u>	93.10
To Trustee for Expenses, viz:		
Capital-Gazette Press-order of publication	64.00	
Capital-Gazette Press- Advertising sale	26.24	
Capital-Gazette Press-order nisi (Seal)	6.00	
Capital-Gazette Press-order nisi (acct) P	6.00	
Globe Indemnity Co.--bond premium	10.00	
George W. Scible- auctioneer's fee	10.00	
Mary M. Hoff- notary fees	1.00	
one-half Federal revenue stamps	.55	
One-half State revenue stamps	<u>.55</u>	124.34

BALANCE FOR DISTRIBUTION TO HEIRS OF HAZEL MONTGOMERY

- \$17.65

Distributed as follows:

H.C.Montgomery, brother - one-seventh	2.52
Samuel L.Montgomery, " " "	2.52
Lonnie Montgomery, sister " "	2.52
Children of Abel C.Montgomery deceased, brother, viz:	
Elmer M.K. Wert, daughter, one-forty-ninth	.36
Katie E.Montgomery, " " " "	.36
Elizabeth M. Minor, " " " "	.36
Clifton E.Montgomery, son- " " " "	.36

Lee Montgonyery - Son-one-forty-ninth	.36	
Clayton Montgomery, son " " "	.36	
Dona L.M. Harkelroad,daughter " " "	.36	
Children and Heirs of William W. Montgomery,deceased brother, viz:		
Wm.O. Montgomery, son,one-forty-second	.42	
Morris Montgomery,son, " " "	.42	
Harold Montgomery,son " " "	.42	
Cecil Montgomery, son " " "	.42	
Samuel L.Montgomery,son " " "	.42	
Heirs of Huldah M. Spring,deceased daughter, viz:		
John E.Spring,widower- 1/126	.14	
John E. Spring,Jr.,pson- 1/126	.14	
Sylvia Spring,daughter- 1/126	.14	
Children of Woodford Montgomery, deceased brother, viz:		
Jacqueline M. Kerrigan, daughter- one-fourteenth	1.26	
Spence Montgomery, son- one-fourteenth	1.26	
Children of Hardy Montgomery, deceased brother, viz:		
Hardy Montgomery, Jr.,son,- 1/28	.63	
Max Montgomery,son-one-twenty-eighth	.63	
Sheldon Montgomery, son " " "	.63	
Marguerite M. Handley, daughter," " "	.63	17.65
		<u>252.59</u>
WITH George B. Woelfel, Trustee		Cr.
1950		
Aug. 15 Proceeds of Sale	<u>250.00</u>	250.00
Refund 1950 State and County taxes (\$6.58-adjusted)	<u>2.59</u>	2.59
		<u>252.59</u>

Filed 18 Oct. 1950

ORDER NISI

ORDERED, This 18 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 20 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 20 day of November next.

John H. Hopkins, 3rdy Clerk.

Filed 18 Oct. 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. Sept. 20 1950

We hereby certify,that the annexed Order Nisi Eq. #9743-Auditor's Account-CLIFTON

MONTGOMERY 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 November,1950. The first insertion being made the 26th day of October,1950.

THE CAPITAL GAZETTE PRESS, INC.

No. MG. 3760

By R.L.Brown.

Filed 29 November, 1950

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 30th day of November, 1950 that the foregoing 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 30 November, 1950.

IN THE MATTER OF THE	:	
SALE OF THE MORTGAGED	:	No. 10,110 EQUITY
REAL ESTATE	:	IN THE CIRCUIT COURT
OF WARD	:	FOR
EDWARD SHANABERGER SR., and	:	ANNE ARUNDEL COUNTY
RUBY MARIAN SHANABERGER, his wife.	:	IN EQUITY.

ORDER TO DOCKET ABOVE SUIT.

Mr. Clerk:

Please docket the above suit and file the original mortgage herewith for foreclosure, and bond to be filed.

H. Melvin Bull,  
Attorney named in the Mortgage  
2 E. Lexington St., Balto.-2, Md.

Filed 28 Nov. 1950.

MORTGAGE

THIS MORTGAGE, made this 19th day of September, in the year one thousand, nine hundred and forty-six, between Ward Edward Shanaberger, Sr., and Ruby Marian Shanaberger, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of Six Thousand (\$6,000.00) Dollars, being part of the purchase money for the property hereinafter described.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of four per cent (4%) per annum in the manner following.

By the payment of Forty-five (\$45.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order; (1) to the payment of interest (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum, or in any other way Mortgagee may elect.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

Now, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those four (4) lots of ground situate and lying in the 3rd Election District of Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot Numbered Thirty-three (33) as shown on a Plat of Magothy Beach Oval, which plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W No. 2, folio 41, (Cabinet 1, Rod G. Plat 10).

BEING all those lots of ground and premises situate, lying and being in Anne Arundel County, in said State, and being known as Lots Numbered Thirty-four (34), Thirty-five (35) and Fifty-three (53), at Magothy Beach, as shown on Plat of the property known as Magothy Beach Oval, in Anne Arundel County, State of Maryland, which Plat is duly filed among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 41.

BEING the same lots of ground which by deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by John Crowley and Mabel Crowley, his wife, unto Ward Edward Shanaberger, Sr., and Ruby Marian Shanaberger, his wife.

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

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

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns shall make or cause to be made the payments and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void. AND the said Mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, <sup>personal</sup> representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and ~~add~~ add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness) secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee its successors or assigns, being hereby authorized to pay the same and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of four per cent (4%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer on waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days, shall constitute a breach of this mortgage, and at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver as herein provided; (5) that the holder

of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay four per cent (4%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the United Federal Savings and Loan Association of Glen Burnie.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for H. Melvin Bull, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her, or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$25.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Pauline M. Bozman

Ward Edward Shanaberger, Sr., (Seal)

Ruby Marian Shanaberger (Seal)

STATE OF MARYLAND, SOMERSET COUNTY, to wit:

I HEREBY CERTIFY, that on this 19th day of September, 1946, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Ward Edward Shanaberger, Sr., and Ruby Marian Shanaberger, his wife, Mortgagors, and they acknowledged the foregoing mortgage to be their act.. At the same time also appeared Robert C. Ward, President of the within named corporation Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman,

(Notarial Seal)

Notary Public.

Recorded 30 Sept. 1946, at 3 P.M., in Liber J.H.H. No. 368, folio 323.

STATEMENT OF MORTGAGE ACCOUNT

Filed 28 Nov. 1950

Date: 11-28-50

Account No. VA 27

Name Ward E. Shanaberger Sr., & Ruby Marian Shanaberger, his wife

Property Magothy Beach, Anne Arundel County, Md.

Original Amount of Mortgage dated 9-17, 1946 \$6000.00

Less-Total amount paid on account of Principal \$ 924.58

Less-Credit Expense Account \$ 10.58 \$ 914.00

Net Balance \$5086.00

Plus Interest to November, 1950 \$ 50.76

Total Balance Due-Account of Mortgage Indebtedness \$5136.76

Plus Costs: -----

Total Balance Due \$5136.76

Ground Rent Paid to ----- 19-- Fee simple X

1950 Taxes paid

Insurance \$6000.00 Expires 9-19-1951

The above statement is good until November 30, 1950.

Settlement through office of

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

By N.A.W.

Filed 30 Nov. 1950

B O N D .

No. 10,110 Equity

KNOW ALL MEN BY THESE PRESENTS: That we H. Melvin Bull of 2 East Lexington Street, Baltimore, Maryland, as Principal, and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTY-FIVE HUNDRED AND 00/100 (\$5500.00) 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 Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 28th day of November in the year nineteen hundred and fifty.

WHEREAS, the above bounden H. Melvin Bull, Attorney named in Mortgage, by virtue of the power contained in a Mortgage from Ward Edward Shanaberger, Sr., and Ruby Marian Shanaberger, his wife, to United Federal Savings and Loan Association of Glen Burnie, Maryland, bearing date the 19th day of September nineteen hundred and forty-six, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.#368, Folio 323 and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered

H. MELVIN BULL

(SEAL)

in the presence of

NEW AMSTERDAM CASUALTY COMPANY

Eleanor G. Owings

By G. Lee Burgess

Attest: -

Vice-President

Attest:

(Corporate Seal)

V. N. Mercier,

Assistant Secretary.

Approved 30 Nov. 1, 1950.

Filed 30 November, 1950.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of H. Melvin Bull, Attorney named in the Mortgage filed in these proceedings show:-

That after giving Bond for the faithful discharge of his trust, said Bond having been duly approved by the Clerk of this Court and after having given notice of the time, place, manner and terms of said sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said Attorney did, pursuant to said notice on November 30th, 1950, at 1:00 P.M. o'clock attend on the premises and then and there sold the property described in said mortgage unto the United Federal Savings and Loan Association of Glen Burnie, a body corporate, at and for the sum of Four thousand, fifty dollars, (\$4,050.00,) the best price obtainable.

Respectfully submitted,

H. Melvin Bull,  
Attorney named in the mortgage  
2 E. Lexington St., Balto.-2, Md.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 4th day of December, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared H. Melvin Bull, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale was true, and that said sale was fairly made.

AS WITNESS MY hand and Notarial Seal.

(Notarial Seal)

Dorothy V. Burch, Notary Public.

Filed 5 December, 1950

ORDER NISI

Ordered, this 5 day of December, 1950, That the sale of the real Estate in these proceedings mentioned made and reported by H. Melvin Bull, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of January next.

The report states that the amount of sales to be \$4,050.00,.

John H. Hopkins, 3rd, Clerk.

Filed 5 December, 1950.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. January 17, 1951.

We hereby certify, that the annexed Order Nisi-Sale-Eq. 10,110, WARD EDWARD SHANABERGER, SR., was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of January, 1951. The first insertion being made the 14th day of December, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 3687.

By R. L. Brown.

Filed 2 February, 1951.

FINAL ORDER

ORDERED BY THE COURT, This 2d day of February, 1951, 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 February 15, 1951

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 6, 1951.

All of which is respectfully submitted:

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Ward Edward Shanaberger and Ruby Marion Shanaberger, his wife, in ac.

To Attorney for Fee, viz:	25.00	
To Attorney for Commissions, viz:	<u>151.50</u>	176.50
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	23.43	
Capital-Gazette Press-order nisi (sale)	8.00	
Capita-Gazette Press-order nisi (acct.)	6.00	
New Amsterdam Casualty Co.-bond premium	22.00	
Robert H. Campbell - auctioneer's fee	15.00	

One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.47	
Dorothy V. Burch- notary fee	<u>.50</u>	79.88
To United Federal Savings & Loan Ass'n., of Elen Burnie, mortgagee-this balance on account mortgage claim	<u>3,755.87</u>	<u>3,755.87</u>
		<u>4,050.00</u>
Amount of mortgage claim filed	5,136.76	
Cr. Amount allowed as above	<u>3,755.87</u>	
Balance subject to decree in personam	1,380.89	
with H. Melvin Bull, Attorney named in Mortgage 1950		Cr.
Nov. 30 Proceeds of Sale	<u>4,050.00</u>	<u>4,050.00</u>
		<u>4,050.00</u>

Filed 15 February, 1951

ORDER NISI

ORDERED, This 15 day of February, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 27 day of 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 27 day of March next.

John H. Hopkins, 3rd, Clerk.

Filed 15, Feb. 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 20, 1951

WE hereby certify, that the annexed Order Nisi-Eq., #10,110 Auditor's Account Estate of Ward Edw. Shanaberger was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of March, 1951. The first insertion being made the 22nd day of February, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 3640.

By R. L. Brown.

Filed 25 April, 1951.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 24th day of April, 1951, that the foregoing 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 24 April, 1951

*Handwritten initials: SP and BX*

NOAH A. HILLMAN,  
Attorney named in Mortgage  
(Annapolis, Maryland)

vs

Eustace P. Matthews and  
Margaret Matthews, his wife,  
(Annapolis, Maryland)

: No. 9777 EQUITY  
:  
: IN THE  
:  
: CIRCUIT COURT  
:  
: FOR  
:  
: ANNE ARUNDEL COUNTY.  
:  
: . . . . .

SUIT TO FORECLOSE MORTGAGE

MR. CLERK:

Please file this foreclosure suit against the Defendants, Eustace P. Matthews and Margaret Matthews, his wife, and file, as the Plaintiff's Exhibit A, the Mortgage dated January 14, 1944, from the Defendants to Oscar Prann, recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 300, folio 114.

Noah A. Hillman,

ATTORNEY NAMED IN MORTGAGE.

Filed August 20", 1949

M O R T G A G E

(State Rev. Stamp \$1.00)

THIS MORTGAGE, made this fourteenth day of January in the year nineteen hundred and forty-six, by and between Eustace P. Matthews and Margaret Matthews, his wife, Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and Oscar Prann Mortgagee, of the second part.

WITNESSETH; that the Mortgagors have this day received a loan from Oscar Prann in the full amount of one thousand and sixty<sup>2</sup>five dollars (\$1,065.00) and do promise to repay the same, with interest at the rate of six per cent (6%) per annum upon unpaid balances only, in instalments of six dollars (\$6.00) per week, the first instalment to be paid on the 21st day of January 1944 and further instalments to be paid on each seventh day thereafter, said instalments to be applied first in payment of interest for one week at the aforesaid rate, and the residue of each instalment to be applied in reduction of said principal debt. The Mortgagors have the privilege of paying any larger sum at the due date of any of said weekly instalments, after which only the unpaid balance of the principal debt shall continue to bear interest. All instalments shall be paid without demand at the times limited for the same as aforesaid, at the place of the said Oscar Prann, his personal representatives and assigns, or at the office of Noah A. Hillman, Attorney.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Eustace P. Matthews and Margaret Matthews, his wife, do grant and convey unto the said Mortgagee, Oscar Prann, his heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying at 11½ College Avenue, Annapolis, Anne Arundel County, aforesaid, and described as follows:

BEGINNING for the same at a point on the Southeast curb line of College Avenue, distant South 48 degrees 55 minutes West 137.49 feet from the intersection of said curb line with the Southwest curb line of Hanover Street, said point of beginning also being the beginning point of the lot of ground heretofore conveyed to Robert L. Werntz by Marie Holden et al by deed dated November 5, 1926 recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 36 Folio 304; and running from thence with said curb line of College Avenue South 48 degrees 55 minutes West 17.10 feet; thence leaving said curb line and running the following courses and distances all courses being computed from angles measured from said curb line of College Avenue; South 36 degrees 28 minutes East 12.67 feet to the existing building line of College Avenue; thence South 36 degrees 28 minutes East 33.22 feet; thence South 43 degrees 21 minutes East 66.20 feet; thence North 47 degrees 43 minutes East 15.32 feet to the division line of the property conveyed to Robert L. Werntz as aforesaid; thence

with said division line North 46 degrees 4 minutes West 27.30 feet; thence along a fence and the outside of the frame wall of the building heretofore conveyed to Robert L. Werntz, North 42 degrees 48 minutes West 29.76 feet to the center of a six inch frame partition wall between the house herein conveyed and that conveyed to Robert L. Werntz; thence with the center of said wall and at right angles to the last mentioned line northeasterly 4.4 feet; thence still with the center of said wall North 40 degrees 57 minutes West 11.40 feet; thence at right angles to the last course northeasterly 1.59 feet to the center of a brick partition wall between the house herein conveyed and that conveyed to the said Robert L. Werntz; thence with the center of said wall North 40 degrees 55 minutes West 30.71 feet to the aforesaid building line of College Avenue; thence North 40 degrees 55 minutes West 12.36 feet to the said curb line and place of beginning.

Subject to the use in common of the way in the cellar of this property, from College Avenue to the cellar of the property adjoining on the Northeast as now constructed and, used and as described in the aforesaid deed to Robert L. Werntz.

BEING the same property conveyed to Eustace P. Matthews by Ida I. Miller by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Oscar Prann his heirs and assigns, forever.

PROVIDED, that if the said Mortgagors their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid aforesaid sum of \_\_\_\_\_ 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 be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors, their heirs and assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves and 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, his personal representatives or assigns, or Noah A. Hillman, their Attorney or Agent at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee his personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of fifty (\$50.00) dollars and a commission to the party making sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of fifty (\$50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of

the said Mortgagee his personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors their personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said Mortgagors for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee his personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least one thousand (\$1,000.00) 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 seals of the said Mortgagors.

Test:

EUSTACE P. MATTHEWS (SEAL)

Emanuel Klawans.

Margaret Matthews (seal)

STATE OF MARYLAND, \_\_\_\_\_ COUNTY, TO WIT:

I Hereby Certify, that on this 14th day of January in the year nineteen hundred and forty-four, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eustace P. Matthews and Margaret Matthews, his wife the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Oscar Prann 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.

Shirley Weinberg,

(Notarial Seal)

Notary Public.

Filed January 15, 1944, at 9 A.M., in Liber J.H.H. No. 300 folio 114.

Filed August 20", 1949

B O N D .

KNOW ALL MEN BY THESE PRESENTS: that Noah A. Hillman, as Principal and GREAT AMERICAN INDEMNITY COMPANY, A CORPORATION organized and existing under the laws of the State of New York, and licensed to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00)

current money to be paid to the State of Maryland, or its certain attorney, to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 16th day of September, 1949.

WHEREAS, the above bounden Noah A. Hillman, by virtue of a power contained in a deed of trust from Eustace P. Matthews and Margaret Matthews, his wife, bearing date of January 14th, 1944, and duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH 300, at Folio 114, is about to sell the property conveyed by said deed of trust upon default having been made in the payment of the principal and interest thereon, and in other terms and conditions thereof; and

WHEREAS, default having occurred in the payment of the principal and interest of said deed of trust debt and in other terms and conditions of said deed of trust, the said Noah A. Hillman has instituted foreclosure proceedings;

NOW, THE CONDITION OF THIS OBLIGATION is such that if the above bounden Noah A. Hillman shall faithfully perform the trust reposed in him by said deed of trust and shall abide by and fulfill any order or decree which shall be made by any Court of Equity with reference to the sale of the property conveyed by said deed of trust, or the proceeds thereof, then this obligation to be void: otherwise, to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Naomi K. Garner

Helen B. Taylor

(Corporate Seal)

Noah A. Hillman,  
Principal

Great American Indemnity Company

By

F. W. Sears  
Attorney-in-Fact.

Filed & Approved this 19th day of Sept. 1949.

John H. Hopkins, 3rd, Clerk.

"Hand Bill Exhibit With Report of Sale"

ROBERT H. CAMPBELL

NOAH A. HILLMAN, SOLICITOR.  
ANNAPOLIS, MARYLAND

AUCTIONEER

ATTORNEY'S SALE OF VALUABLE IMPROVED FEE SIMPLE PROPERTY

SITUATE IN THE CITY OF ANNAPOLIS, MARYLAND

BY request of the mortgagee and under and by virtue of the power of sale contained in a mortgage to said mortgagee from Eustace P. Matthews and Margaret Matthews, his wife, dated January 14, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 114, etc., default having occurred in said mortgage, I will offer for sale at public auction at the Court House door, in the City of Annapolis, on TUESDAY, NOVEMBER 22ND, 1949 at 11:00 O'CLOCK A.M. The property in said mortgage described, the same being the following:

All that lot of ground, fully described in said mortgage, improved by a two and one-half story dwelling, having electricity, bath, etc., and known as No. 11-1/2 College Avenue.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser at time of sale, and the balance of the purchase money, with interest thereon at six per cent per annum, to be paid in cash, upon final ratification of sale. All expenses and taxes to be adjusted to day of sale.

NOAH A. HILLMAN

Attorney named in Mortgage.

Filed Nov. 25, 1949

CERTIFICATES OF PURCHASER AND AUCTIONEER.

I hereby certify that I purchased the property described on the reverse side of this Hand Bill at and for the price of \$2350.00 and I agree to abide by the terms therein.

Witness my hand and seal this 22nd day of November, 1949.

Witness:

John W. Prann

(Seal)

Robt. H. Campbell.

I hereby certify that I sold property described on the reverse side of this hand bill to John Prann at and for the price of \$2350.00, he being then and there the highest bidder therefor.

Witness my hand and seal this 22nd day of November, 1949.

Witness

Samuel M. Ivrey.

Robt. H. Campbell,  
Auctioneer

(SEAL)

Filed Nov. 25, 1949  
REPORT OF SALE (See Page 204-A)  
ORDER NISI

Ordered, this 25" day of November, 1949, That the sale of the real estate made and reported by Noah A. Hillman, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27" 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 27" day of December next. The report states that the amount of sales to be \$2,350.00.

John H. Hopkins, 3rd, Clerk.

Filed 25 November, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 14, 1949.

We hereby certify, that the annexed Order Nisi-Eq., #9777 Sale Eustace P. Matthews 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 27th day of December, 1949. The first insertion being made the 26th day of November, 1949.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 6565

BY R. L. Brown,

Filed 28 Dec. 1949

FINAL ORDER

ORDERED BY THE COURT, This 30th day of December, 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 Dec. 30, 1949.

PETITION TO SUBSTITUTE PURCHASER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman, Attorney named in mortgage, respectfully shows:

1. That he sold the property described in this proceeding to John Prann, at public sale, on the 22nd day of November, 1949, and the sale has been duly reported to the Court;
2. That the said John Prann desires to substitute as the purchaser of said property in his place and stead, Sidney Wesley Williams and Rossie Jane Williams, of No. 72 Franklin Street, Annapolis, Maryland.
3. That your Petitioner has no objection to such substitution.

Wherefore, your Petitioner prays the Court to pass an Order substituting Sidney Wesley Williams and Rossie Jane Williams, his wife, as the purchasers of the property in this proceeding.

And, as in duty bound, etc.

Noah A. Hillman

Attorney named in Mortgage,

ASSENT TO SUBSTITUTION

We hereby convey all of our right, title and interest, for value received, in the property mentioned

Noah A. Hillman,	:	IN THE
Attorney named in Mortgage	:	CIRCUIT COURT
	:	
vs	:	FOR
	:	
Eustace P. Matthews,	:	ANNE ARUNDEL COUNTY
et ux	:	No. 9777 Equity

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Noah A. Hillman, Attorney named in Mortgage in this proceeding, respectfully shows:

That under and by virtue of the power of sale contained in a Mortgage to Oscar Prann from Eustace P. Matthew and Margaret Matthews, his wife, dated January 14th, 1944, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 300, folio 114, default having occurred in said Mortgage and at the request of the Mortgagee, and after having given twenty (20) days' notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County and by the distribution of hand bills, he did pursuant to the notice of sale attend in person at the Court House door in the City of Annapolis, Maryland, on Tuesday, November 22, 1949, at eleven o'clock a.m.; and then and there in the presence of a number of persons did proceed to sell at public sale the property mentioned in said proceeding, to wit:

All that lot of ground with improvements known as No. 11½ College Avenue, in the City of Annapolis, fully described in the mortgage aforesaid, and sold the same to John Prann, of Parole, Maryland, at and for the sum of two thousand three hundred and fifty dollars (\$2,500.00) he being at that price then and there the highest bidder therefor.

The said purchaser has paid the deposit of \$500.00 and agreed to comply with the terms of sale, said agreement and certificate of the auctioneer marked "Hand Bill Exhibit With Report of Sale" is filed herewith.

All of which is respectfully submitted.

Noah A. Hillman,  
Attorney named in Mortgage.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 22nd day of November, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Noah A. Hillman, Attorney named in Mortgage, and made oath in due

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J.H.H. No. 69 Equity

form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth and that the said sale was fairly made.

As witness my hand and Notarial Seal.

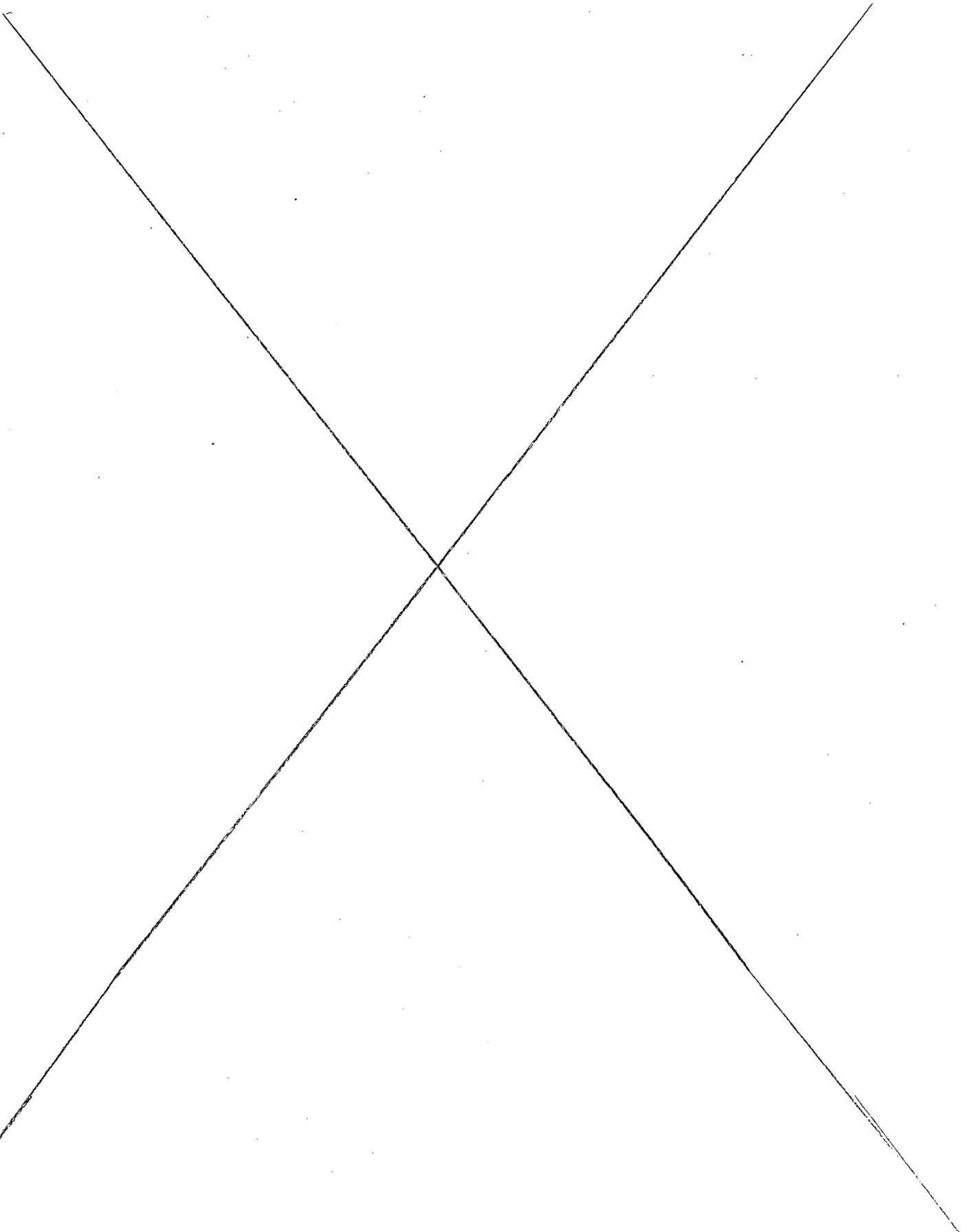
Naomi K. Garner,

Notary Public.

(Notarial Seal.)

Filed Nov. 25", 1949.

cl



in this proceeding to Sidney Wesley Williams and Rossie Jane Williams, his wife, as substituted purchaser thereof.

Witness: John W. Prann (SEAL)  
 Naomi K. Garner. November 26, 1949. Martha L. Prann (SEAL)

We consent to be substituted as purchasers of the property mentioned in this proceeding and agree to abide by the terms of sale.

Witness: Sidney Wesley Williams (SEAL)  
 Naomi K. Garner Rossie Jane Williams (SEAL)

Filed Dec. 2, 1949

ORDER OF COURT.

ORDERED, this 3rd day of December, 1949, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition and Assent, that Sidney Wesley Williams and Rossie Jane Williams, his wife, be and are hereby substituted in the place of John Prann <sup>as purchaser</sup> of the property described in this proceeding.

Benjamin Michaelson. JUDGE.

Filed Dec. 3", 1949

STATEMENT OF MORTGAGE CLAIM.

The following is a statement of mortgage claim of Oscar Prann, under the Mortgage to him, dated the 14th day of January, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 114:

Amount of Mortgage debt		\$ 1,065.00
Interest from January 14, 1944 to Sept. 14, 1949		362.10
1945 State & County taxes, paid by mortgagee		39.74
1946 " "		45.63
1947 " "		46.49
1948 " "	Not paid-\$37.24	
1949 " "	" 39.43	
1945 City of Annapolis " "		36.77
1946 " " " "		41.87
1947 " " " "		35.94
1948 " " " "		35.02
Water Bills:		
Quarter beg. April, 1944 and ending Sept. 30, 1947 @ \$ 5.25		73.50
" " Oct. 1, 1947 and ending Sept. 30, 1949, @ 5.80		<u>44.00</u>
		\$ 1,826.06
	Credits	
10/11/45 received on account	\$ 10.00	
10/22 " " "	8.00	
10/29 " " "	8.00	
10/20/47 " " "	<u>40.00</u>	<u>66.00</u>
	Balance	\$ 1,760.06

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 29 day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Oscar Prann and made oath in due form of law that the foregoing is a true statement of the amount remaining due him of his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the mortgage in said statement mentioned.

Witness my hand and Notarial Seal.

(Notarial Seal)

Naomi K. Garner,

Notary Public

Filed December 28, 1949

AMENDED STATEMENT OF MORTGAGE CLAIM.

The following is an amended statement of mortgage claim of Oscar Prann, under the mortgage to him, dated the 14th day of January, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 300, folio 114;

Amount of mortgage debt		\$ 1,065.00
Interest from January 14, 1944 to November 22 1949 (5 yrs, 10 mos.)		372.75
1945 State & County taxes		38.14
1946 " "		45.63
1947 " "		46.49
1945 City taxes		36.77
Water charges, quarter beg. 4/1/44, ending 9/30/47 @ \$ 5.25		73.50
" " " " 10/1/47, ending 9/30/48 @ \$ 5.80		<u>23.20</u>
	Total	\$ 1,701.48
Credits		
10/11/45 received on account	\$ 10.00	
10/22 " "	8.00	
10/29 " "	8.00	
10/20/47 " "	<u>40.00</u>	<u>66.00</u>
		\$ 1,635.48

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 17th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Oscar Prann and made oath in due form of law that the foregoing amended statement is a true statement of the amount remaining due him of his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the mortgage in said statement mentioned.

Witness my hand and Notarial Seal.

(Notarial Seal)

Naomi K. Garner,

Notary Public.

Filed April 20, 1950

PETITION TO ALLOW JUDGMENT CLAIM.

The Petition of Oscar Prann, by Noah A. Hillman, his Solicitor, respectfully shows:

1. That on January 17, 1944 Judgment was entered in his favor, against both Defendants in this case, for a promissory note given to him by these Defendants. Said judgment is in the sum of \$225.06, \$22.50 Attorney fee, interest from date and costs. No part of the judgment, interest or costs have been paid. A certified copy of the docket entries is herewith filed as your Petitioner's Exhibit A and the same is prayed to be taken as part hereof.

2. That on August 30, 1948 judgment was entered in his favor, against both Defendants in this case, on a promissory note given to him by these Defendants. Said judgment is in the sum of \$143.32, Attorney fee, interest from date and costs. No part of the judgment, interest or costs have been paid. A certified copy of the docket entries is herewith filed as your Petitioner's Exhibit B and the same is prayed to be taken as part hereof.

3. That your Peiitioner believes there will be a balance over and above the amended mortgage claim filed in this case.

WHEREFORE, your Petitioner prays the Court to direct the Auditor, when stating the account, to allow his judgment claims in the order of their priority.

AND, as in duty bound, etc.

 (NOTARY PUBLIC SEAL)

Noah A. Hillman,  
Solicitorfor Petitioner.

PETITIONER'S EXHIBIT "A"

Confessed Judgment

January Term, 1944

No. 1

Jan. 17, 1944, Narr, Note and order to enter Judgment by

Oscar Prann

confession fd. 1944 Jan. 17, Judgment by confession in

(Hillman)

favor of the Plaintiff for the sum of two hundred twenty

vs

of the Plaintiff for the sum of two hundred twenty-five

Eustace P. Matthews

dollars and six cents (\$225.06) current money with interest

Margaret R. Matthews

from the 17th day of January 1944 and costs of suit and

(Klawans)

\$22.56 attorneys fee, all exemptions and stay of execution

waived summoned issd, notification and summoned Ambo 17 Jan 1944.

Plaintiffs Cost \$10.25 Defendants Cost \$5.00.

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 Circuit Courtfor 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 8th day of April, 1950.

John H. Hopkins, 3rd,

(Court Seal)

Clerk of the Circuit Court for Anne Arundel County.

PETITIONER'S EXHIBIT "B"

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

No. 1250

\_\_\_\_\_ Term, 19--

Law

Oscar Prann

1948 Aug. 30, Narr, note and order to enter judgment by confes-

vs

sion fd. 1948 Aug. 30 Judgment by confession in favor of the

Eustace P. Matthews

Plaintiff for the sum of One Hundred forty three dollars and

Margaret Matthews, his wife,

twenty- two cents (\$143.22) current money with interest from the

25 day of August 1948, and costs of suit, Attorney's fees \$14.32 Summoned issd. summoned the within named defendants this 3rd day of September 1948 by leaving with them copies of the summons.

Plaintiff(s costs \_\_\_\_\_ (INDEXED IN JUDGMENT INDEX) Defendant's costs\_\_\_\_\_

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 hhave hereunto set my hand and affixed the seal of the Circuit Court for Anne Arundel County, this 8th day of April, 1950.

John H. Hopkins, 3rdm Clerk

(COURT SEAL)

of the Circuit Court for Anne Arundel County.

ORDER OF COURT.

ORDERED, this 20th day of April, 1950, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition, Affidavit and Exhibits that the Auditor of this Court shall allow the judgment claims therein mentioned in the Order of their legal priority and subject to usual exceptions.

BENJAMIN MICHALESON,  
Judge.

Filed April 20, 1950

AUDITOR'S ACCOUNT and REPORT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. May 3, 1950.

All of which is respectfully submitted.

Laura R. Jickling,  
Auditor.

Dr. Noah A. Hillman, Attorney named in Mortgage, vs Eustace P. Matthews and Margaret Matthews,  
his wife, in ac.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	<u>103.50</u>	153.50
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	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-first advertisement of sale	15.00	
Capital-Gazette Press-second advertisement of sale	14.25	
Capital-Gazette Press, first handbills	9.69	
Capital-Gazette Press- second handbills	9.69	
Capital-Gazette Press- Order nisi (sale)	5.00	
Capital-Gazette Press- Order nisi ((acct))	5.00	
Great American Indemnity Co.-bond premium	12.00	
Robert H. Campbell-auctioneer's fee	20.00	
One-half Federal revenue stamps	1.38	
One-half State revenue stamps	1.37	
Naomi K. Garner - notary fees	<u>2.00</u>	95.38
To Attorney for Taxes, viz:		
1949 State and County taxes- \$40.48 adjusted to 11/22/49	36.15	
1946 Annapolis City Taxes	43.24	
1947 Annapolis City taxes	37.06	
1948 Annapolis City taxes	35.14	
1949 Annapolis City taxes-\$33.05 adjusted to 11/22/49	<u>13.14</u>	164.73
To Attorney for Benefit Charges, viz:		
Annapolis Water rent from 9/30/48 to 12/31/49	27.60	27.60
To Oscar Prann, mortgagee-in full for amended mortgage claim	<u>1,635.48</u>	1,635.48
To Oscar Prann, judgment creditor-this balance to apply on account claim in No. 1 Law, viz: \$225.06		
Debt-		
Interest from 1/17/44 to 11/22/49	65.45	
Costs	15.25	
Attorney's collection fee	<u>22.56</u>	
Total	382.33	
On account	<u>235.56</u>	235.56
		<u>2,350.00</u>

with Noah A. Hillman, Attorney named in Mortgage

Cr.

1949

Nov. 22 Proceeds of Sale

\$2,350.00 \$2,350.00

\$2,350.00

Filed May 4", 1950

ORDER NISI

ORDERED, This 4" day of May, 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 5" day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5" day of June next.

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

John H. Hopkins, 3rd, Clerk.

Filed 4" May, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 12, 1950.

We hereby certify, that the annexed Order Nisi-Eq. 9777 Auditor's Account-Eustace P. Matthews- was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County once a week for 3 successive weeks before the 5th day of June, 1950. The first insertion being made the 5th day of May, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 2094

By R. L. Brown.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, This 19th day of June, 1950, that the foregoing 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 June 19, 1950

NELLIE SMITH NORRIS, MARGARET NORRIS

WILLIS and JOHN R. NORRIS, Trustees under the Last Will and Testament of CAMSADEL C. NORRIS, Deceased

Complainants

vs

HELEN E. ROBINSON,

CAMSADEL LOUISA FRANKENBERRY and

CHARLES ROBERT FRANKENBERRY, her husband,

MARY BLANCHE PETTY

CLEMENA SHIPLEY SWANSON and

Clarence FLOYD SWANSON, her husband

GERTRUDE VIRGINIA FARINHOLT and

BOYD H. FARINHOLT, her husband

ALTON FRANCIS REED and

MARGARET K. REED, his wife,

CHARLES MARCUS REED and

VIRGINIA HODGES REED, his wife

ROBERT ARNOLD REED AND

ELIZABETH KELLEY REED, his wife,

Respondents.

: : : : : : : : : :

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

# 9815 IN EQUITY.

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators respectfully represent unto your Honor:

1. That your Orators are Trustees under the Last Will and Testament of Camsadel C. Norris, late of Baltimore City, deceased, said Will having been duly probated in the Orphans' Court of Baltimore City on April 30 1941, and recorded in Wills Liber J.H.B. No. 203, folio 86, etc., a duly authenticated copy of which will be filed at the time testimony is taken in these proceedings, and that said trust estate comprises, among other things, interests in real property.

2. That your Orators are tenants in common with certain other persons all of whom, together with their spouses, are Respondents herein of a certain tract of land fronting 995.55 feet on the westernmost side of Hammonds Ferry Road, and containing 97.75 acres of land more or less, same being located in the Fifth Election District of Anne Arundel County and specifically designated by survey of Thomas W. Shives, February 1949, a copy of said survey being attached hereto and prayed to be made a part hereof as "Complainants' Exhibit No. 1".

3. That said property is owned in fee simple by your Orators and Respondents herein as tenants in common; that your parties, Orators and Respondents herein are sui juris; and that the respective undivided fractional ownership of said tenants in common and their addresses are as follows; their respective spouses residing at the same addresses:

- Nellie Smith Norris, Margatet Norris Willis, and John R. Norris, Trustees under the Last Will and Testament of Camsadel C. Norris, deceased, Baltimore, Maryland ... 60/225ths
- Helen E. Robinson, Baltimore, Maryland . . . . . 105/225ths
- Camsadel Louisa Frankenberg, Martinsburg, West Virginia . . . . . 12/225ths
- Mary Blanche Petty, Washington, D. C. . . . . 12/225ths
- CLEMENA SHIPLEY SWAMSON, Garden City, Long Island, N.Y. . . . . 12/225ths
- Gertrude Virginia Farinholt, Annapolis, Maryland . . . . . 12/225ths
- Alton Francis Reed, Washington, D. C. . . . . 4/225ths
- Charles Marcus Reed, Jr., . . . . Pittsburg, Pennsylvania. . . . . 4/225ths
- Robert Arnold Reed, Newport News, Va. and/or C/o U.S.S. Orion, Norfolk Va., 4/225ths

cf

4. That said premises are unimproved for a small dwelling or shack which yields a nominal rental of \$6.00 per month.

5. That your Orators and Respondents herein received an offer for the purchase of said tract of land, and all of them but one, viz., Robert Arnold Reed, owner of a 4/225ths undivided interest therein, as aforesaid, believed the offer attractive and the proposed sale beneficial and therefore accepted same and, after negotiations were finally concluded, entered into a formal Agreement for sale thereof, dated May 3, 1949, at the gross purchase price of \$17,000. on the terms and conditions therein set forth, subsequently modified to \$17,175, a copy of said Agreement of Sale and of the Modification of Agreement dated September 16, 1949 being attached hereto and prayed to be made a part hereof as "Complainants' Exhibit No. 2" and "Complainants' Exhibit No. 3" respectfully.

6. That said tract of land cannot be divided without loss or injury to the said parties interested.

WHEREFORE your Orators pray:

(1) That this Honorable Court, by its decree to be passed in the premises, shall authorize and direct the sale of the tract of land hereinbefore designated.

(2) That the said Agreement of sale as amended by the said Modification of Agreement, hereinabove referred to and filed herewith, shall by decree of this Honorable Court, be ratified and confirmed.

(3) That this Honorable Court shall appoint by its decree such person or persons as it shall deem proper to make said sale and to carry into effect the terms of the aforementioned Agreement of sale as amended.

(4) That your Orators be authorized to take testimony before one of the Executors of this Honorable Court in support of the matters and facts alleged in the foregoing petition.

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

May it please Your Honor to grant unto your Orators a Writ of Subpoena directed to those Respondents who are residents of the State of Maryland, as set forth herein, commanding them to be and appear in this Court at some day certain to be named therein to answer the premises and abide by and perform such orders and decrees as may be passed herein;

May it please Your Honor to grant unto your Orators the Order of Publication, giving notice to those Respondents who are non-residents of this State, as hereinbefore set out, of the object and substance of this Bill of Complaint, and warning them and each of 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 such decree or decrees ought not to be passed as prayed.

AND as in duty bound, etc.,

John R. Norris

Linwood L. Clark,

Solicitors for Complainants

Filed October 20", 1949

EXHIBIT NO. 1, PLAT  
(To large to copy)

COMPLAINANTS' EXAMINER'S EXHIBIT NO. 2  
LICHTENBERG

Beginning for the same at a stone now set on the westmost side of Hammonds Ferry Road, as laid out 40 feet wide, at a point where the westmost side of the said road is intersected by the South 88° West 106 perch line of Tract "A" of the property which by will of William A. Shipley, recorded in the Orphans' Court of Anne Arundel County, devised to his daughter Armenella M. Robinson, the said line being also the first or North 88-3/4° East 85 perch line of a deed from John E. Stoll and Medora A. Stoll to James A. Cole, dated August 22, 1906, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 49, folio 436, and running thence with the said line, as referred to the true meridian, South 85° 41' West 1393.48 feet to a stone heretofore set; thence continuing with the outline of the aforesaid tract "A" and with the South 6° East line of the aforementioned deed to James A. Cole, South 8° 54' East 220.90 feet to a stone set at the beginning of Tract "B" of the hereinbefore mentioned property willed to Armenella M. Robinson; thence running with the outlines of the said Tract "B", North 89° 40' West 1500.32 feet to a stone heretofore set; thence continuing with the said outlines, South 12° 20' West 1583.09 feet to a stone heretofore set; thence still continuing with the said outline, South 76° 40' East 1343.35 feet to a stone heretofore set; thence still continuing with the outline, North 68° 22' East 830.36 feet to a stone heretofore set at the end of the North 67° 55' West 2130.18 feet line as shown on a plat of Linthicum Heights Annex, filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-1, Plat No. 90; thence running with the last mentioned line, the reverse thereof, and with the first line of Tract "C" as shown in the aforementioned will, South 74° East 211 feet to an iron pipe heretofore set; thence continuing with the outline of Tract "C", North 8° 54' West 211 feet to an iron pipe heretofore set; thence still continuing with the outline of Tract "C", North 74° West 211.0 feet to an iron pipe heretofore set in the last line of the aforementioned Tract "B"; thence running with the said last

line and with the North 3° West 59.6 perch line of a conveyance from John Nortman, et al. to O. Clinton King and Martha Estelle King, by deed dated October 24, 1915 and recorded among the aforementioned Land Records in Liber G. W. No. 110, folio 326, North 8° 54' West 968.50 feet to a stone heretofore set at the end of the second or South 7° East 37 perch line of the hereinbefore mentioned Tract "A" thence running with the lines of the said Tract "A" and with the South 77° East 103.9 perch line of the aforesaid conveyance to O. Clinton King and Martha Estelle King, South 83° East 1719.88 feet to the westmost side of the aforesaid Hammonds Ferry Road; thence running with the westmost side of the said road, North 25° 56' West 597.45 feet; thence continuing with the westmost side of the said road, by a curve bearing to the right, with a radius of 2770.35 feet to a point distant North 21° 55' West 400.84 feet, the place of beginning, containing 97.75 acres of land, more or less.

Filed October 20", 1949.

COMPLAINANTS' EXAMINER'S EXHIBIT #3, Refiled with Testimony.

THIS AGREEMENT, Made this 3rd day of May, 1949, by and between JOHN R. NORRIS, Agent for the owners of the property herein described, hereinafter called "Vendors," of the first part, and JEROME M. LICHTENBERG, individually and as agent for EVELYN E. LICHTENBERG, his wife, hereinafter called "Vendees," of the second part.

WITNESSETH, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter does hereby purchase from the former, the following described property, situate and lying in the Fifth Election District, Anne Arundel County, Maryland, being the tract of land shown on the attached plat to comprise 103 acres, more or less, and to front 1,000 feet more or less, on Hammond Ferry Road, subject to the following conditions, viz., (a) Said property is sold subject to zoning restrictions which may be existing at the time of settlement; (b) A new highway is being constructed close to a portion of this property. In the event of any condemnation by the State of Maryland of any portion of this property in connection award will be payable to Vendees; (c) A recent survey of the property (which by agreement is at Vendees' expense) indicates that it contains approximately 8 acres less than the 103 acres shown on the attached plat; it also shows that improvements erected by or for George T. Chaney encroached upon the southern extremity of the tract, which right of encroachment Vendees contest and deny; and (d) Vendees are mindful that a dwelling on property owned by Edward J. Sachs, Sr., known as the Janowitz tract, is connected by a path which runs over a portion of the property herein sold, and that Mr. Sachs claims a right of ingress and egress over this path to and from Hammonds Ferry Road under prescriptive right or adverse possession, which claim Vendees do contest and deny. The herein described property is sold subject to the stated deficiencies, if any, in title and ownership. At and for the price of \$17,000 (\$1,250 of which is to cover all legal fees which have been incurred by the Vendors in negotiating the sale of said property, any and all court costs and legal fees which will be incurred in arranging for the transfer of title to the Vendees in a partition proceeding, if same becomes necessary to be filed, and it is understood by the execution hereof by John R. Norris, Agent for the Vendors, that he does agree to accept the sum of \$1,250 to cover said court costs incurred if such proceedings are instituted, and his legal fee for all services aforesaid to the Vendors in this matter to the end and intent that said Vendees shall receive the sum of \$15,750 net to them, of which \$5,250 has been paid prior to the signing hereof, and the balance is to be paid at the time of settlement.

Settlement is to be made on or before July 20, 1949, except that in the event the Vendees are

delayed in delivering title because court proceedings, which may be necessary, as aforesaid, to be instituted for the purpose of sale of Vendors' interest, have not been concluded, settlement will be made as soon as same are concluded.

AND upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the Vendees' expense by the Vendors, who shall convey the property by a good and merchantable title, except as hereinabove noted, to the Vendees,

Taxes for 1949 and the cost of all Maryland and Federal documentary stamps will be borne by the Vendees. Time is the essence of this contract.

WITNESS our hands and seals.

TEST:

/s/ Edna C. K. Kirschke

/s/ John R. Norris (SEAL)  
Agent for Vendors

/s/ Jerome M. Lichtenberg (SEAL)  
Individually, and as agent  
for Evelyn E. Lichtenberg, his wife

STATE OF MARYLAND CITY OF BALTIMORE: SS:

I HEREBY CERTIFY that on this 3rd 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 JOHN R. NORRIS, Agent for Vendors, and JEROME M. LICHTENBERG, individually, and as agent for Evelyn E. Lichtenberg, his wife and they did each acknowledge the foregoing to be the act and deed of said Vendors and Vendees, and they further made oath that they are agents for said parties as aforesaid and authorized by them to make this affidavit.

AS WITNESS my hand and Notarial Seal.

(No Seal)

/s/ Edna C. K. Kirschke, Notary Public.

My Commission expires May 7, 1951.

Filed October 29, 1949

ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of a certain fee simple tract of land situate in Fifth Election District of Anne Arundel County, and confirmation of agreement of sale made by the owners of the preponderance of undivided interest therein and appointment of trustee to make sale and carry into effect the terms of said agreement.

The bill states that Complainants are tenants in common of said property with certain other persons, all of whom, together with their spouses, are Respondents; Complainants and Respondents are all ~~sui~~ sui juris; the respective fractional ownership of the parties and their addresses, which are also the addresses of their respective spouses, are: Nellie Smith Norris, Margaret Norris Willis and John R. Norris, Trustees under the Last Will and Testament of Camsadel C. Norris, deceased, Baltimore, Maryland- 60/225ths; Helen E. Robinson, Baltimore, Md -105/225ths; Camsadel Louise Frankenberg, Martinsburg, W. Va., -12/225ths; Mary Blanche Petty, Washington, D. C., -12/225ths; Clemena Shipley Swanson, Garden City, Long Island, N.Y. -12/225ths; Gertrude Virginia Farinholt, Annapolis, Md. -12/225ths; Alton Francis Reed, Washington, D. C. -4/225ths; Charles Marcus Reed, Jr., Pittsburgh, Pa., -4/225ths, and Robert Arnold Reed, Newport News, Va., and/or C/o U.S.S. Orion, Norfolk, Va., - 4/225ths; said premises are unimproved excepting a shack yielding \$6 monthly rental; the parties received an offer for the purchase of said tract and all but Robert Arnold Reed believed the offer <sup>attractive</sup> and the proposed sale beneficial and therefore accepted same and, after negotiations finally concluded, entered into a formal agreement for sale thereof, dated May 3, 1949, at the gross purchase price of \$17,000 on terms and conditions therein set forth, subsequently amended to \$17,175 by Modification of Agreement dated September 16, 1949; said tract cannot be divided without loss or injury to the parties interested.

IT IS THEREFORE ORDERED by the Circuit Court for Anne Arundel County in Equity this 20 day of October, 1949, that the Complainants, by causing a copy of this order to be published in some newspaper in the City of Annapolis once-in each of four successive <sup>weeks</sup> and before the 28" day of November, 1949, give notice to the non-residents aforesaid of the object and substance of this Bill of Complaint, warning

them and each of them to appear in this Court, in person or by solicitor, on or before the 13th day of December, 1949, to show cause, if any they have, why a decree or decrees ought not to be passed as prayed.

John H. Hopkins, 3rd, Clerk.

10/20/49. Copy of the within Order of Publication Received Evening Capital, Per R.L.B.

Filed Oct. 20, 1949

(PETITIONER'S EXHIBIT. R. R. )

Nellie Smith Norris, et al  
vs  
Helen RE. Robinson, et al.

NOVEMBER 4, 1949

Dear John:

In response to your letter of 22 October, 1949 you may request the Court to appoint Counsel for me in settlement of the case pending. Fee for this counsel is not to come out of settlement of estate. I will pay fee personally.

I would like to counsel to contact me immediately after being appointed. Have him reach me in care of the Orion, at this time mail reaches me a little faster at this address.

Sincerely,

Robert A. Reed.

Filed Nov. 17, 1949

"COMPLAINANTS' EXHIBIT No. 3" AGREEMENT.

THIS MODIFICATION OF AGREEMENT made this 16th day of September, 1949 by and between JOHN R. NORRIS, Agent for the owners of property described in an Agreement made May 3, 1949, therein called "Vendors," of the first part, and JEROME M. LICHTENBERG, individually and as agent for EVELYN E. LICHTENBERG, his wife, therein called "Vendee", of the second part.

WITNESSETH that in consideration of the agreement hereby made by the parties of the second part to increase the gross purchase price mentioned in the Agreement made May 3, 1949, from Seventeen Thousand Dollars (\$17,000.00), therein stated, to Seventeen Thousand One Hundred and Seventy-five Dollars (\$17,175.00), it is mutually agreed between the parties hereto that the fourth paragraph of said Agreement, dated May 3, 1949, is hereby amended to read as follows:

"Settlement is to be made on or before October 20, 1949, except that in the event the vendors are delayed in delivering title because court proceedings, which may be necessary, as aforesaid, to be instituted for the purpose of sale of Vendor's interest, have not been concluded, settlement will be made as soon as same are concluded."

Time is the essence of this contract.

WITNESS our hands and seals the day and year first above written.

TEST:

/s/ Lois Demme

/s/ JOHN R. NORRIS

(SEAL)

/s/ Henry J. Paul

/s/ JEROME M. LECHTENBERG

(SEAL)

Individually and as agent for  
Evelyn E. Lichtenberg, his wife

STATE OF MARYLAND, CITY OF BALTIMORE) SS:

I HEREBY CERTIFY, That on this 16th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN R. NORRIS, Agent for Vendors, and he did acknowledge the foregoing to be the act and deed of said Vendors, and he further made oath that he is Agent for said Vendors as aforesaid and authorized by them to make this affidavit.

AS WITNESS my hand and notarial seal.  
(No Seal)

/s/ Lois Demme, Notary Public

STATE OF MARYLAND, COUNTY OF A. A. CO. SS:

I HEREBY CERTIFY That on this 24th day of September, 1949, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared JEROME M. LICHTENBERG, individually, and as agent for Evelyn E. Lichtenberg, his wife, and he did acknowledge the foregoing to be the act and deed of said Vendees, and he further made oath that he is agent for said Evelyn E. Lichtenberg as aforesaid and authorized by her to make this affidavit.

AS WITNESS my hand and notarial seal.  
(No seal)

/s/ Henry J. Paul, Notary Public.

Filed Oct. 20, 1949, and refiled.

ANSWER.

TO THE HONORABLE, THE JUDGE OF SAID COURT.

The Answer of HELEN E. ROBINSON, CAMSADEL LOUISA FRANKENBERRY and CHARLES ROBERT FRANKENBERRY, her husband, MARY BLANCHE PETTY, CLEMENA SHIPLEY SWANSON and CLARENCE FLOYD SWANSON, her husband, GERTRUDE VIRGINIA FARINHOLT and BOYD H. FARINHOLT her husband, ALTON FRANCIS REED and MARGARET K. REED, his wife, and CHARLES MARCUS REED and VIRGINIA HODGES REED, his wife, respondents in the above mentioned proceedings to the Bill of Complaint exhibited against them, respectfully represent unto this Honorable Court -

1. They admit the allegations contained in Paragraphs 1 to 6 inclusive of said Bill of Complaint.
2. They assent to this Honorable Court assuming jurisdiction in said cause.
3. They pray that a decree may be passed as prayed for in said Bill of Complaint.

AND AS IN DUTY BOUND, etc.,

William J. Little

Richard E. Lankford,

Attorneys for Respondents.

Filed November 14", 1949

1ST AND 2ND PAGES OF Will of CAMSADEL E. NORRIS

LAST WILL AND TESTAMENT OF CAMSADEL C. NORRIS.

I, Camsadel C. Norris being of sound mind and memory, do hereby make this MY LAST WILL AND TESTAMENT, hereby revoking all other and former Wills and Codicils by me heretofore made, in manner and form following that is to say:-

FIRST:- I direct my Executors hereinafter named, to pay all my just debts and funeral expenses as soon after my decease as may be convenient.

SECOND;- I give, direct and bequeath all the rest, residue, and remainder of my estate, real, personal and mixed unto my four Trustees hereinafter named, IN ESPECIAL TRUST AND CONFIDENCE, NEVERTHELESS, to collect the income therefrom and to use and apply as much of the net proceeds of such income, as may be necessary and proper after deducting therefrom, the necessary expenses and costs of the administration of this Trust,

1. To pay unto my late husband's cousin MARY LIZZIE NORRIS, and ROSE NORRIS, for their respective lives the sum of One Hundred Dollars (\$100.00) to each, per year and on the death of either one, such payment for life of survivor shall be increased to Two Hundred Dollars (\$200.00) per year.

2. To the support and education of my youngest son, John until such a time, as he completes his college course and thereafter until such further time, not exceeding four years, as he completes a Law course, in some recognized standard law school; and thereafter for an additional period of two years, the income is to be applied in the judgment and discretion of said Trustees to the support and maintenance of my said son; any balance accumulating over and above what may be necessary or proper fairly to support and educate my said son as before directed, shall be accumulated towards the price of tombstones hereinafter mentioned until said period of two years, after completion of my said son, John of

such Law school has happened; after which time the whole of my said income together with such accumulations subject to annuities aforementioned shall be applied to cost of erection of proper tombstones over the graves of my late husband, myself and children, costing in the aggregate not less than One Thousand Dollars (\$1000.00) and not more than Twelve Hundred Dollars (\$1200.00) and thereafter such income and accumulations shall be divided amongst all my living children, semi-annually until my said son John, attains the age of 45 years, or in the event of his death prior to his attaining 45 years of age, then until my then youngest living child attains 45 years of age. At which time the whole of the corpus of this Trust estate together with any accumulated income, if any such there be, shall be divided equally amongst all my then living children, and the child or children of any then deceased child or children, such child or children, of any then deceased child or children, taking per stirpes and not per capita, the share or shares to which the parent or parents, if living would have been entitled. And for the better execution of the functions by this Will devolved upon my said Trustees, I do hereby empower and authorize them to sell, lease, or exchange any part or parts or whole of this Trust Estate, and reinvest same and likewise, to sell lease or exchange any part or whole of reinvested estate, provided, however, that the investments and reinvestments shall in all cases be invested upon same trusts and limitations are hereinbefore declared .

THIRD: I hereby nominate and appoint my <sup>two</sup> daughters Nellie Smith Norris, and Margaret Norris Willis, and my brother James Stewart Robinson, Jr, and my son John R. Norris to be my Executors and Trustees of this my Last Will and Testament. I request that each of them be excused from giving bond as such.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal and publish and declare this to be my Last Will and Testament in the presence of the witnesses named below on this 28th day of April, 1928.

Camsadel C. Norris (SEAL)

SIGNED, SEALED, PUBLISHED AND DECLARED by the above named Testatrix, said Camsadel C. Norris, as and for her last Will and Testament, in the presence of us, who at her request and in her presence and in the presence of each other have hereunto subscribed our names as witness thereto.

Clara A. McKay residing at 3041 Belmont Ave. Baltimore, Md.

Nathan Patz residing at 3507 Franklin St. Baltimore, Md.

Walter C. Mylander residing at McKaysville, Md.

BALTIMORE CITY: SS:

On the 5th day of April, 1941 came John R. Norris and made oath in due form of law that he does not know of any Will or Codicil of Camsadel C. Norris late of said City deceased, other than the above instrument of writing, and that he found the same in the safe deposit box of the decedent in the Baltimore National Bank, and that the said Camsadel C. Norris departed this life on the 6th day of March, 1941

Sworn to in open Court.

Test: John R. Bouse  
Register of Wills for Baltimore City.

BALTIMORE CITY, SS:

On the 5th day of April, 1941, came Clara C. McKey, Nathan Patz and Walter C. Mylander, the three subscribing witnesses to the foregoing last Will and Testament of Camsadel C. Norris, late of said City, deceased, and made oath in due form of law that they did see Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament; that at the time of her so doing she was to the best of their apprehension of sound and disposing mind memory, understanding and that they subscribed their names as witnesses to this Will in her presence

at her request; and in the presence of each other.

Sworn to in open Court;

Test: JOHN H. BOUSE

Register of Wills for Baltimore City.

ESTATE OF CAMSADEL C. NORRIS

IN THE ORPHANS COURT OF BALTIMORE CITY:-

The Court, after having carefully examined the above Last Will and Testament of Camsadel C. Norris late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 30th day of April, 1941, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Camsadel C. Norris, deceased, and that the "Second" item, line two, with four Trustees, as originally written reinstated; the text of obliterated lines in said items beginning with the Seventh Line, and of the obliterated lines beginning with the Sixth line on the second page to be regarded as cancelled and to be excluded; text obliterated in line one and two in Item 3 to be reinstated as originally written; obliteration beginning with line four of said Item to be regarded as cancellation of the text.

Philip L. Sykes

Leo J. Cummings

Samuel Lasch

Judges.

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, SS:

I, JOHN H. BOUSE, Register of Wills, and, by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Baltimore City, DO HEREBY CERTIFY THAT the foregoing is a true and full copy of the Last Will and Testament of Camsadel C. Norris, late of said City, deceased,, together with the proofs and probate (admitting changes and obliterations) etc. taken from Wills Liber J.H.B. No. 203, folio 86, etc., being one of the records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this 30th day of August, in the year of our Lord nineteen hundred and fifty.

John H. Bouse,

Register of Wills for Baltimore City.

(Court Seal)

COMPLAINANTS' EXAMINER'S EXHIBIT NO. 5. (COPY)

NELLIE SMITH NORRIS, et al.

vs

HELEN E. ROBINSON, et al,  
Respondents.

: No. 9815 EQUITY  
:  
: IN THE CIRCUIT COURT  
:  
: FOR  
:  
: Anne Arundel County.

PETITION FOR APPOINTMENT OF COUNSEL.

To the Honorable, the Judges of said Court:

The Complainants in the above entitled matter, by John R. Norris and Linwood L. Clark, their Solicitors, respectfully represent:

(1) That all parties defendant have responded to the Bill of Complaint in this partition suit except Robert Arnold Reed, who is a non-resident and in the military service.

(2) That Counsel for Plaintiffs mailed to the said Robert Arnold Reed a copy of the Bill of Complaint and Order of Publication.

(3) That said Robert Arnold Reed has responded by letter, filed herewith as Petitioners' Exhibit RR, in which he requests this Honorable Court in pursuance of its authority to appoint an Attorney to appear for and file an answer for him after contacting him for instructions.

WHEREFORE, your Petitioners respectfully pray:

(a) That this Honorable Court appoint an Attorney to file in this case his appearance for Robert Arnold Reed, he being at present in the Armed Forces, and Elizabeth Kelly Reed, his wife.

(b) That before answering the Bill of Complaint he contact the said Defendants, Robert Arnold Reed and Elizabeth Kelly Reed, his wife, as requested in said Petitioners' Exhibit, RR.

(c) That his fee be fixed and paid by said Robert Arnold Reed personally, as requested by him in said Petitioners' Exhibit RR,

And for such other and further relief to which he may be entitled.

John R. Norris

Linwood L. Clark

Solicitors for Complainants.

Filed November 17, 1949

ORDER OF COURT.

ORDERED this 18th day of November, 1949, upon the foregoing Petition and Petitioners' Exhibit RR, showing the said Robert Arnold Reed to be in the U.S. Armed Forces, that Eugene M. Childs be and he is hereby appointed to represent the said Robert Arnold Reed and Elizabeth Kelly Reed, his wife, among the Respondents in the above entitled matter, and file for them, as their Attorney, their answer to the Bill of Complaint in this matter.

Benjamin Michaelson, Judge.

Filed Nov. 18th, 1949

COMPLAINANTS' EXAMINER'S EXHIBIT NO. 6.

PUGET SOUND NAVAL SHIPYARD  
Bremerton, Washington  
Administrative Department

May 17, 1949

John R. Norris,  
Baldwin, Jarman and Norris,  
Attorney at Law  
Fidelity Building, Baltimore, Maryland.

Dear John:

Your letter of May 4, 1949 received and acknowledged herewith.

Since receiving your letter I have given thought to taking my share of the estate in real property instead of in cash. Write me and advise of the possibilities of making the division in that manner.

In reply to your letter of May 11, 1949, soliciting support for the cause of 347 veterans, who, to quote you verbatim, "have by all kind considerations earned the right of survival in their business, their investments, and their jobs", I say you are a little late thinking of people like them.

You, and the rest of the heirs, should have thought of the possibility of giving the veterans a break when you first considered the idea of selling the Linthicum Heights property to be sub-divided into residential properties. Veterans may have liked the idea of buying the land at a reasonable figure themselves and building with GI-FHA loans, instead of practically giving the land to someone who will undoubtedly realize a profit from the property.

No, as usual, the big-hearted American Public champions the veteran in a token fight only and lets the big issues, or problems, reasonable housing being one, slide by with a "too bad", or "too late to help".

Had I been informed of a desire to sell the property in a manner conducive to good business instead of by letter informing me that money had already been advanced by prospective buyers and requesting me to give my permission for the sale, I would have considered buying the property myself now for development by veterans on GI-FHA loans at a later date.

Sincerely, Bob,  
Robert A. Reed.

J.H.H. No. 69 EQUITY

COMPLAINANTS' EXAMINER'S EXHIBIT NO. 7

WESTERN UNION

1950 SEP 1 PM 12 17

P AO 82 P.AWO 43 PD=BAYONNE NJER 1 1121A-

EUGENE CHILDS, ATTY AT LAW- PHONE DUKE OF GLOUCESTER ST ANNAPOLIS MD-

CANNOT GET AWAY TO APPEAR THIS AFTERNOON. DO BEST YOU CAN- ROBERT A REED.

COURT ORDER OF PUBLICATION

The object of this suit is to procure a decree for the sale of a certain fee simple tract of land situate in Fifth Election District of Anne Arundel County, and confirmation of agreement of sale made by the owners of the preponderance of undivided interest therein and appointment of trustee to make sale and carry into effect the terms of said agreement.

The bill states that Complainants are tenants in common of said property with certain other persons, all of whom, together with their spouses, are Respondents; Complainants and Respondents are all sui juris; the respective fractional ownership of the parties and their addresses, which are also the addresses of their respective spouses, are: Nellie Smith Norris, Margaret Norris Willis and John R. Norris, Trustees under the Last Will and Testament of Camsadel C. Norris, deceased, Baltimore, Maryland-60/225ths; Helen E. Robinson, Baltimore, Md.-105/225ths; Camsadel Louisa Frankenberg, Martinsburg, W. Va.-12/225ths; Mary Blanche Petty, Washington, D.C.,-12/225ths; Clemena Shipley Swanson, Garden City, Long Island, N.Y.,-12/225ths; Gertrude Virginia Farinholt, Annapolis, Md.,-12/225ths; Alton Francis Reed, Washington, D.C.-e/225ths; Charles Marcus Reed, Jr., Pittsburgh, Pa.-4/225ths, and Robert Arnold Reed, Newport News, Va., and/or Co.U.S.S. Orion, Norfolk, Va.,-4/225ths; said premises are unimproved excepting a shack yielding \$6. monthly rental; the parties received an offer for the purchase of said tract and all but Robert Arnold Reed believed the offer attractive and the proposed sale beneficial and therefore accepted same and, after negotiations finally concluded, entered into a formal agreement for sale thereof, dated May 4, 1949, at the gross purchase price of \$17,000 on terms and conditions therein set forth, subsequently amended to \$17,175 by Modification of Agreement dated September 16, 1949; said tract cannot be divided without loss or injury to the parties interested.

IT IS THEREUPON ORDERED by the Circuit Court for Anne Arundel County in Equity this 20th day of October, 1949, that the Complainants, by causing a copy of this order to be published in some newspaper in the City of Annapolis once in each of four successive weeks and before the 28th day of November, 1949, give notice to the non-residents aforesaid of the object and substance of this Bill of Complaint, warning them and each of them to appear in this Court, in person or by solicitor, on or before the 12th day of December, 1949, to show cause, if any they have, why a decree or decrees ought not to be passed as prayed.

True Copy Test: JOHN H. HOPKINS, 3rd, Clerk.

JOHN H. HOPKINS, #RD, CLERK.

n-12

Filed November 18", 1949

## CERTIFICATE OF PUBLICATION

Annapolis, Md., November 18, 1949.

We hereby certify, that the annexed Order of Publication Eq.#9815 NELLIE SMITH NORRIS was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 18th day of November, 1949, The first insertion being made the 22nd day of October, 1949.

THE CAPITAL GAZETTE PRESS, INC.,

No. E.C. 9194.

BY R. L. Brown

Filed November 18, 1949

REQUEST OF COUNSEL FOR ADDITIONAL TIME IN WHICH TO ANSWER.

To The Honorable, the Judges of said Court:

The petition of Eugene M. Childs, Counsel for Robert Arnold Reed and Elizabeth Kelly Reed, his wife, respectfully represents:

(1) That by order of Court dated the 18th day of November, 1949, your Petitioner was appointed Counsel to represent the said Reed and wife, Defendants in the above entitled case.

(2) That as soon as your Petitioner was notified of the appointment he wrote to the said Reed asking that he be instructed as to the nature of the position Reed wished to take in said case, but has received no reply:

(3) That the said Reed is stationed aboard the USS ORION, a ship of the U. S. Navy, and your Petitioner therefore believes that the reason for the delay in the reply is the possibility of the said ship being at sea.

(4) That unless the said Reed replies within the next few days your Petitioner will have insufficient time in which to prepare and file his answer.

TO THE END, THEREFORE, your Petitioner requests that he be granted an additional period of time in which to prepare the answer for the said Robert Arnold Reed and Elizabeth Kelly Reed, his wife.

Respectfully submitted,

Eugene M. Childs,  
Counsel for Respondent.

ORDER

ORDERED, this 8th day of December, 1949, upon the foregoing petition of said Eugene M. Childs that he be allowed an additional 30 days in which to file the answer of the said Robert Arnold Reed and Elizabeth Kelly Reed, his wife, provided that a copy of this petition and Order be served upon Counsel of record not later than 17th of December, 1949, and provided further that no just cause be shown this Court why he should not be granted an additional period of time in which to answer on or before the 24th day of December, 1949.

Benjamin Michaelson,

Judge.

Filed December 8", 1949

Copy of Petition and Order mailed to counsel of record this \_\_\_ day of December, 1949.

SECOND REQUEST OF COUNSEL FOR ADDITIONAL TIME IN WHICH TO ANSWER.

To the Honorable, the Judges of said Court:

The Petition of Eugene M. Childs, Counsel for Robert Arnold Reed and Elizabeth Kelly Reed, his wife, respectfully represents:

1. That by Order of Court dated the 8th of December, 1949, your petitioner was allowed an additional 30 days in which to file the answer of the said Robert Arnold Reed and wife.

2. That he immediately write to the said Reed by Registered mail but that to the present date he has received no reply from Reed, although he has received a return receipt indicating that his letter was received by Reed.

3. That the additional time having expired, your petitioner has endeavored to locate the U.S.S. Orion, but the Communications Officer at the U. S. Naval Academy was unable to do so.

4. That your petitioner has been advised by the Communications Department of the U.S. Navy that a message can be delivered to the said Reed aboard the U.S.S. Orion within 72 hours.

5. That your petitioner has sent a radiogram to the said Reed asking for an immediate reply.

TO THE END, THEREFORE, Your Petitioner requests that he be granted an additional period of time in which to prepare the answer for the said Robert Arnold Reed and Elizabeth Kelly Reed, his wife.

Respectfully submitted,

Eugene M. Childs  
Counsel for Respondents

ORDER

ORDERED this 9th day of January, 1950, upon the foregoing petition of said Eugene M. Childs that he be allowed an additional 15 days in which to file the answer of the said Robert Arnold Reed and Elizabeth Kelly Reed, his wife, provided that a copy of this petition and Order be served upon Counsel of record not later than the 16th day of January, 1950, and provided further that no just cause be shown this Court why he should not be granted an additional period of time in which to answer on or before the 24th day of January, 1950.

Benjamin Michaelson,  
Judge.

Copy of Petition and Order served on counsel of record this 9th day of January, 1950.

Eugene M. Childs.

Filed January 9", 1950

ANSWER OF ROBERT ARNOLD REED AND ELIZABETH KELLY REED, HIS WIFE.

To the Honorable, the Judges of said Court:

The Answer of Robert Arnold Reed and Elizabeth Kelly Reed, his wife, to the Bill of Complaint against them exhibited by Nellie Smith Norris and others:

The Respondents answering say:

FIRST:- They admit the allegations of the first paragraph of the Bill of Complaint.

SECOND: They admit the allegations of the second paragraph of the Bill of Complaint.

THIRD: They admit the allegations of the third paragraph of the Bill of Complaint.

FOURTH: They admit the allegations of the fourth paragraph of the Bill of Complaint.

FIFTH: They admit the offer of \$17,175 for the property but aver that the consideration is grossly inadequate in view of nature and location of the land, and they therefore have refused and continue to refuse to enter into the contract mentioned in Complainants' Exhibit No. 2 and Complainants' Exhibit No. 3.

SIXTH: They admit the tract of land cannot be divided without loss or injury to the parties interested.

TO THE END THEREFORE, Your Respondents pray -

(1) That this Honorable Court refuse to grant the Complainants prayer authorizing a direct sale, but rather that this Court decree that the property, the subject of this cause be sold at public auction as provided by the laws of the State of Maryland.

(2) That this Honorable Court shall appoint by its decree such person or persons as it shall deem proper to make said public sale.

(3) That your respondents be authorized to take testimony before one of the Examiners of this Honorable Court in support of the matters and facts alleged in the foregoing Answer.

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

Respectfully submitted

Eugene M. Childs  
Solicitor for Respondents.

Service admitted this 16th day of January 1950.

Linwood L. Clark,  
Attorney for Petitioners

Filed January 16", 1950

ORDER FOR WITNESSES

To the Sheriff of Anne Arundel County, GREETING:

You are hereby directed to summon Louis J. Dealba and Robert C. Ward, both of Glen Burnie, to appear before me, the undersigned, John S. Strahorn, Examiner in Equity, to appear at the Office of Miss Laura Jickling, in the Court House, Annapolis At two o'clock P.M., on Friday the first day of September, 1950

to testify in the above entitled case. And have you then and there this Writ.

Jno. S. Strahorn,

Examiner in Equity.

Summoned within named Louis J. DeAlba and Robert C. Ward,

Sheriff's costs \$2.50 9/1/50

Charles M. Russell,  
Sheriff Anne Arundel County.

Not filed.

TESTIMONY ON BEHALF OF PLAINTIFFS.

Present:

September 1, 1950.

John R. Norris, Esq.,  
Linwood L. Clark, Esq.,  
Solicitors for Plaintiffs.

Eugene M. Childs, Esq.,  
Solicitor for  
Robert Arnold Reed and Elizabeth Kelley Reed, his wife,

William J. Little, Esq.,  
Solicitor for all other Defendants.

WITNESSES:

Gertrude Virginia Farinholt	Pages 1 to 11
John R. Norris	Pages 12 to 19
Louis J. DeAlba	Pages 20 to 26
Robert S. Ward	Pages 27 to 30

Mr. Clerk:

Please file

Jno. S. Strahorn,  
EXAMINER

Gertrude Virginia Farinholt, a witness of lawful age, produced on behalf of the plaintiff, having been duly sworn, testified as follows:

By MR. NORRIS:

Q. 1 What is your full name?

A. Gertrude Virginia Farinholt.

Q. 2 And your residence?

A. Pendennis Mount, Annapolis, Maryland.

Q. 3 You are the Gertrude Virginia Farinholt mentioned in the bill of complaint?

A. I am.

Q. 4 And an answer was filed in your behalf by Messrs. William J. Little and Richard E. Lankford?

A. It was.

Q. 5 Mrs. Farinholt, I should like to ask you certain questions with respect to your family. Will you name the children of your mother and father?

A. Camsadel Louisa Frankenberg, one that's dead, Alton Lindolph Arnold, Mary Blanche Petty, Helen Robinson Reed, Clemena Shipley Swanson, and a baby that died, Katherine Stewart, Gertrude Virginia Farinholt.

Q. 6 Is Camsadel Louisa Frankenberg married?

A. Yes.

Q. 7 What is the name of her husband?

A. Charles Robert Frankenberg.

Q. 8. Are they both living?

A. Yes.

Q. 9. Is Alton Lindolph Arnold living?

A. No sir, he is dead.

Q. 10. Was he married?

A. No.

Q. 11 Will you state the year of his death?

A 1908.

Q. 12 Is Mary Blanche Petty living?

A Yes.

Q. 13 Is she married?

A. A widow.

Q. 14 Is Helen Robinson Reed living?

A. She is dead.

Q. 15 What year did she die?

A. 1925.

Q. 16 She was married?

A. Yes.

Q. 17 What was the name of her husband?

A. Charles Marcus Reed.

Q. 18 Is he living?

A. Yes.

Q. 18 Did she leave surviving her any children?

A. Three.

Q. 20 Will you state their names?

A. Alton Francis, Charles Marcus and Robert Arnold Reed.

Q. 21 Are they all living?

A. Yes, and there was one, a twin of Alton, who died about two days after being born.

Q. 22 What was that baby's name?

A. Charles.

Q. 23 Are Alton Francis, Charles Marcus and Robert Arnold, the three living children of Helen whom you have mentioned, married?

A. Yes.

Q. 24 Will you state the names of the spouses of each of those three?

A. Alton Francis Reed married Margaret Kliegel; Charles Marcus Reed married Virginia Hodges; Robert Arnold Reed married Elizabeth Kelley.

Q. 25 Are each of the three sons of Helen, whom you have mentioned, over twenty-one?

A. Yes.

Q. 26 Do you know the date of birth of the youngest of those three children?

A. 1920

Q. 27 Which child was that?

A. That is Robert Arnold Reed.

Q. 28 Is Clemena Shipley married?

A. Yes.

Q. 29 What is the name of her husband?

A. Clarence Floyd Swanson.

Q. 30 Are they both living?

A. Yes.

Q. 31 Are you married?

A. Yes.

Q. 32 And is your husband living?

A. Yes.

- Q. 33 Why is his name?  
A. Boyd Healy Farinholt.
- Q. 34 You have stated, but let me ask you again, is Katherine Stewart living?  
A. She is dead, she died about 1901.
- Q. 35 Was she married?  
A. No, an infant.
- Q. 36 Have you told us the number of children and the names of all the children of your mother and father?  
A. Yes, I have.
- Q. 37 Have you indicated the marital status of each?  
A. Yes.
- Q. 38 Have you given the names of the spouses of each?  
A. Yes.
- Q. 39 Have you also indicated the ones who have since passed on?  
A. Yes.
- Q. 40 Will you now state the children of your aunt, Camsadel Cornelia Norris?  
A. Stewart, Allen, Nelly Smith, Margaret, Elizabeth, Mary and John Robinson.
- Q. 41 Is Stewart living?  
A. Dead.
- Q. 42 What year did he die?  
A. 1888.
- Q. 43 Was he married or single?  
A. Unmarried
- Q. 44 Is Allan Norris living?  
A. Dead.
- Q. 45 What year did he die?  
A. 1901
- Q. 46 Was he married?  
A. No.
- Q. 47 Is Nellie Smith living?  
A. Yes.
- Q. 48 Is she married?  
A. Unmarried.
- Q. 49 Is Margaret Norris living?  
A. Yes.
- Q. 50 Is she married?  
A. Yes.
- Q. 51 What is the name of her spouse?  
A. Charles F. Willis.
- Q. 52 Is he living?  
A. Yes.
- Q. 53 Is Elizabeth Norris Childs living?  
A. Yes
- Q. 54. What is the name of her spouse?  
A. William Melville Childs.

Q. 55 Is he living?

A. Yes.

Q. 56 Is Mary Norris Miller living?

A. Yes.

Q. 57 Is she married, single or a widow?

A. A widow

Q. 58 What was the name of her husband?

A. Cleaveland Dale Miller.

Q. 59 What is the date of his death?

A. August 9, 1942.

Q. 60 Is John Robinson Norris living?

A. Yes.

Q. 61. Is he married?

A. Yes.

Q. 62 What is the name of his wife?

A. Elizabeth Rife

Q. 63 And is she living?

A. Yes.

Q. 64 Have you stated the names of all the children of your aunt Camsadel Cornelia Norris?

A. I have.

Q. 65 Have you indicated the marital status of each?

A. I have

Q. 66 And also indicated whether they are now living or dead?

A. Yes

Q. 67 And have you also indicated whether the spouses are now living or dead?

A. I have

Q. 68 Is Clemena Linthicum Robinson, a sister of your mother, now living

A. No.

Q. 69 What year did she die?

A. 1934

Q. 70 Was she married or single?

A. Single.

Q. 71 Is James Stewart Robinson, Jr., a brother of your mother, living?

A. Dead.

Q. 72 What year did he die?

A. 1938

Q. 73 Was he married or single?

A. Single.

Q. 74 Is Helen Eugenia Robinson, a sister of your mother, now living?

A. Yes.

Q. 75 Is she married or unmarried?

A. Unmarried.

Q. 76 What was the name of your father?

A. Alton Richard Arnold.

Q. 77 What year did he die?

A. 1944

Q. 78. Mrs. Farinholt, you stated that Mary Blanche Petty is a widow. What was the name of her husband?

A. Maurice S. Petty.

Q. 79 What year did he die.

A. 1945

Plaintiffs' Solicitor here offers in evidence the plat of the property mentioned in these proceedings which is filed herein as Complainants' Exhibit No. 3, said plat being now filed with the testimony and marked "Complainants' Examiner's Exhibit No. 1".

A description of the property indicated on the plat above referred to is here offered in evidence by Plaintiffs' Solicitor, the same being filed with the testimony and marked "Complainants' Examiner's Exhibit No. 2."

Q.80 Mrs. Farinholt, I show you Examiner's Exhibit No.1, which is a plat of the same property indicated by the survey attached to the bill of complaint and identified as "Complainants' Exhibit No. 1", and ask you if you are familiar with that property?

A I am.

Q. 81 Are you one of the co-owners of that property?

A. Yes.

Q. 82 Pursuant to your instructions was a contract of sale for the sale of that property entered into by John R. Norris as agent on behalf of yourself and the other co-owners?

A. Yes.

Q. 83 And is that the contract of sale which is attached to the bill of complaint and identified as "Complainants' Exhibit No. 2"?

A. Yes

Q. 84 And subsequently, was that contract modified by the agreement dated September 16, 1949, whereby the purchase price was increased?

A. Yes.

Q. 85 And is that modification the document which is attached to the bill of complaint and identified as "Complainants' Exhibit No. 3"?

A. Yes.

Q. 86 Are the two papers I show you the originals of these contracts?

A. Yes..

Q. 87. Mrs. Farinholt, to your knowledge are all of the persons who are co-owners of this property listed in the bill of complaint, either as complainants or defendants?

A. Yes.

Q. 88 Was the answer which was filed in this proceeding on behalf of yourself and the other co-owners by Mr. Little and Mr. Lankford for all of the defendants in that cause, excepting only Robert Arnold Reed and his wife, Elizabeth Kelley Reed?

A. Yes.

Plaintiffs' Solicitor now offered in evidence the plat and description which are identified as Complainants' Examiner's Exhibits Nos. 1 and 2, and the copies of the contract and modification of contract, which are attached to the bill of complaint and identified as Complainants' Exhibit No. 2 and 3, the originals thereof having been identified by Mrs. Farinholt, the last two exhibits mentioned being now filed with the testimony and marked "Complainants' Examiner's Exhibit No.3", and "Complainants' Examiner's Exhibit No.4," respectively.

Q. 89 Are you familiar with the birth date of John Robinson Norris?

A. Yes

Q. 90. What is the date of his birth?

A. February 2, 1908.

Q. 91 Have either Mary Blanche Petty or Mary Norris Miller remarried?

A. No.

Plaintiff's Solicitor now offers in evidence a certified copy of the Last Will and Testament of Camdsadel C. Norris, the same being of record and of probate in the Orghans Court of Baltimore City, recorded in Wills Liber J.H.B. No. 203, folio 86, and is now filed with the testimony marked "Complainants' Examiner's Exhibit No. 5".

BY MR. LITTLE:

Q. 1 Mrs. Farinholt, is it your desire that the property involved in these proceedings be sold and that you participate in the proceeds of sale?

A. Yes.

Q. 2 Did you authorize Mr. Norris to negotiate a contract covering the property in question.

A. I did.

Q. 3 Was it your desire and wish that the Court ratify the contract and the terms of sale provided in that contract?

A. It is.

Mr. Norris: "I should like to call the Examiner's attention to the terms of the contract which specify certain frailties of title to which the sale is subject."

CROSS-EXAMINATION BY MR. CHILDS:

Q.1 Mrs. Farinholt, you stated that you are familiar with the property in question?

A. Yes.

Q. 2 How far is it from Baltimore?

A. Well, it is at Linthicum Heights. I would say about twelve or fifteen miles.

Q. 3 Is it now served by an expressway which connects with Baltimore and with the Friendship Airport?

A. I don't really know. I know all that country has been developed recently since the Airport was built, but I haven't been up there since then.

Q. 4 Mrs. Farinholt, did you make any attempt to contact Robert Arnold Reed before entering into the contract with the Lichtenbergs?

A. No, I did not.

Q. 5 Would you say you had authority from Robert Arnold Reed and his wife to enter into the contract?

A. No, I didn't.

Q. 6 Would you explain what efforts you made to sell the property before the contract was entered into?

A. I made no effort because I didn't represent all the heirs, and it was being taken care of by Mr. Norris.

Q. 7 Then this contract was prepared by Mr. Norris and submitted to you?

A. That's right.

Q. 8 Mrs. Farinholt, as part owner of this property, do you consider the price of approximately \$175.00 per acre amply consideration for property in this location?

A. Well, not being in the real estate business it would be hard to say, but the price submitted to me satisfied me.

Q. 9 Do you know what similar property in the course of development in that area is bringing today?

A. No, I do not.

Q. 10 This property has been vested in the Trustees under the Will of Camdsadel C. Norris for approximately nine years, is that correct?

A. She died in 1941, so it has been.

Q. 11. Have you any personal knowledge of the efforts made to sell this property?

A I don't think I had personally. I think Mr. Norris handled it very well. The property descended to us from our great-grandfather, and all those years was never sold, so I think he did pretty well with it.

Q. 12. Were you acquainted with the offer made by Robert Arnold Reed to buy the property if the remainder of the heirs needed the money rather than allow it to get out of the family?

A. No.

In answer to the General Question, Witness answered: "No."

No further questions.

Gertrude Virginia Farinholt

STATEMENT OF JOHN R. NORRIS, WHO HAS BEEN DULY SWORN AS A WITNESS ON BEHALF OF THE PLAINTIFFS.

My name is John R. Norris, 1513 Fidelity Building, Baltimore, Maryland, I am an attorney at law.

I undertook to obtain a purchaser of this particular property about the year 1940, at the request of the then owners who were of age.

Pursuant to this instruction by these owners who were of age, I contacted a Mr. C. A. Pfeiffer, 5506 Frederick Avenue, Baltimore, Maryland, and my correspondence with him dates back to November 14, 1942. The property was offered to Mr. Pfeiffer at \$75.00 an acre for the rear 73 acres, with an option to purchase the entirety of the tract, comprising of 103 acres, for the total amount of \$10,000.00 in fee. This transaction did not materialize into a contract.

I thereafter negotiated with Mr. Leonard A. Whitmore, 911 Washington Boulevard, Baltimore, my correspondence with him going back to November 13, 1943. The property was offered to Mr. Whitmore as an entirety for \$10,000.00 in fee. This transaction did not materialize.

On November 10, 1943, I contacted Mr. Charles F. Lee, Realtor, in Annapolis, and asked his advice concerning the salability of this land comprising approximately 103 acres, and also that he indicate to me the purchase price which he would suggest be asked for the property. On November, 1943, Mr. Lee advised that: "I doubt very much by selling it as a whole that you could realize more than \$10,000.00 for it subject to a ten per cent commission."

On May 18, 1944, the property was offered to a gentleman, whose name now escapes me but who was a co-worker in the plant where my brother-in-law, Charles F. Willis, was employed, on the basis of \$10,000.00 for the entirety of 103 acres, or \$3,000.00 for the rear 71 acres and \$7,000.00 for the front 32 acres. This transaction did not materialize.

On November 28, 1945, I offered the rear 71 acre portion to the Boy Scouts of America, who were seeking camping land for young men in the vicinity of Baltimore. No price was stated and no development of sale resulted from that contact.

On July 15, 1947, I was contacted by George P. Chaney, who wished to purchase a six hundred foot portion of the frontage on Hammond's Ferry Road in order to straighten out his own line of the adjoining property. I had a number of conversations with Mr. Chaney and as a result thereof I reported to the heirs that I did not feel it desirable to make a sale of a portion of this frontage which would lessen its likelihood of disposition as an entirety at a desirable price. The exact figure discussed with Mr. Chaney now escapes me, but I have a note that he would pay \$750.00 for this parcel with a six hundred foot front, running in a triangular direction to a point about a hundred and fifty feet back from Hammond's Ferry Road.

On May 13, 1948, I contacted a Mr. Charles King, of Linthicum Heights, Maryland, owner of property nearby the subject property. Mr. King wanted to buy one acre fronting two hundred feet on Hammond's Ferry Road, and offered \$400.00 for that piece. He also said if we would sell that particular acre, he would consider whether or not he would buy the rear 70 acres at \$100.00 per acre.

When this property was then discussed by me with Mr. Jerome M. Lichtenberg, the purchaser under

the contract which is attached to the Bill of Complaint, it was my belief that the price offered, which is a gross price of \$17,175.00 less the sum of \$1,250.00 to cover fee for negotiating sale and all Court costs incident to the instant transaction, I felt that the proposition was a desirable one and I submitted it in writing to all the owners of this parcel of land. All these owners were informed by me that the offer of Mr. Lichtenberg was made subject to acceptance three weeks from that date of advice by me to each of the co-owners of this land, Prior to the expiration of that three weeks' period of time, I had received advices from each co-owner, excepting only Robert Arnold Reed and his wife, Elizabeth Kelley Reed, that they desired to accept the proposal of Mr. Lichtenberg to purchase at the price stated, which, as a matter of fact, at the time of my then advice to them was only \$15,000.00 plus \$1250.00 to cover fee for negotiating sale and all Court costs, if any, which would be incurred.

I had not had any response to my letter from Robert Arnold Reed or his wife, despite the fact that I sent a letter to him at the same time I wrote to the other co-owners, and to the last known mailing address which I had for him and which was, in fact, the same address to which I had written Robert Arnold Reed. It was necessary to either accept the proposal of Mr. Lichtenberg or reject it and return the deposit which he had left with me, and I accepted the proposal because Robert Arnold Reed, who is my cousin, was, to my knowledge, a member of the Armed Services, and I presumed that he was at sea and therefore had not received my letter. During a period of the previous three or four years, I had not received correspondence from Robert Arnold Reed, and on occasions when I had seen him he seemed most appreciative of the interest and effort I had made on behalf of himself and others in his family in disposing of the property for them, and I felt that I knew sufficiently his attitude and wishes regarding disposition of the property owned by himself and others in his family that he would, of definite certainty, want to make sale of any of the property which he held co-jointly with others in his family, and which he knew I was handling on behalf of them and himself.

On one occasion in my office before Robert Arnold Reed left for foreign duty with the Armed Forces in the Pacific, he asked that I accept his power of attorney to look after his property. I told him I would be most happy to co-operate, but I felt it would be to his interest, and more consistent with my handling, as representative for the group of co-owners, this and other property in the family if the power of attorney was in favor of some one else. As a result of that, he forwarded to me a power of attorney executed in favor of his wife in a letter dated September 28, 1944, which was sent to me from Richford, Vermont.

My letter, above referred to, which I addressed to Robert Arnold Reed, did reach him directly for I received an acknowledgment from him a day after my acceptance of the contract with Mr. Lichtenberg, which I signed as agent for all the vendors, reading: "I have not neglected to answer your letter but have been doing a little research on the subject." He then went on to point out to me that my advices had the tenor of "sales Talk".

I would like the record to show that I executed this contract as agent for all of the co-owners, excepting Robert Arnold Reed and his wife, in the belief that Robert Arnold Reed would, of a certainty, want me to do so for him, and, of course, the action by me as agent for the other vendors was pursuant to their written authority to me that I do so.

In order to make it quite clear, however, for the record, I feel that the record should show that I, in fact, had no authority to represent Robert Arnold Reed in this particular transaction despite my feeling and supposition that he would want me to act as I did for him in this matter.

CROSS-EXAMINATION BY MR. CHILDS:

Q.1 You are an attorney but are you also a real estate man?

A. Only incidentally, as any lawyer has some incidental sales he handles.

2.2 Then the last contact with a professional realtor was with Mr. Charles F. Lee in 1943, was it not?

A. No. I should like to add that prior to accepting the offer of Mr. Lichtenberg, in an endeavor to be certain that the price covered by the contract was a desirable one and consistent with values in the location, I contacted Mr. Robert S. Ward, a realtor at Glen Burnie, and, at my request, he went out to view the subject property on or about November 10, 1948, it being my statement to Mr. Ward that we had at that time an offer of purchase of the property for the price of \$15,000.00 plus \$1,250.00 to cover my fee for negotiating the sale and all costs in connection with any Court litigation which might be necessary if there was any such litigation involved, and that I should like to have him advise me whether, in his opinion, the property should be sold at that price, and that if, in his opinion, it was worth more than that amount, I wished to list it with him as a realtor at the regular rate of compensation for sales of unimproved property in that section. Mr. Ward advised me that, in his opinion, the price was a fair one and that he felt it would be a mistake to list it with him subject to his charge for commission if a sale was made by him at a price higher than this one offered for, in his opinion, it was not likely a higher price could be obtained for that property in the reasonable ensuing period of time. It is appropriate to state that Mr. Ward went out on location and viewed the property, and, of course, he is here and will testify of his own knowledge regarding the new road which was then contemplated to be built by the State of Maryland, which would be a widening of Hammond's Ferry Road, as then located.

Q. 3 Mr. Norris, did you at any time offer this property to Robert Arnold Reed to prevent it going out of the family?

A. No, I didn't offer it to any of the heirs. The heirs all expected me to find a buyer for them. Robert Arnold Reed knew I was trying to find a buyer for this property way back when I first undertook to do that in 1940, and on occasion when he was in Baltimore, I would see him in my office on a social drop-in he would make, and on occasions when he had business in my office he was fully mindful of the fact that I was trying to find a buyer. It never occurred to me that he had any interest whatsoever in buying the property and I never supposed he had any substance which which to buy it as a Yeoman in the United States Navy.

Q. 4. Mr. Norris, I quote you the following passage from a letter which I received from Robert Arnold Reed and ask you to make comment as to whether it is true or false: "And I did make an offer to buy it if the remainder of the heirs needed the money, rather than to let it get out of the family for a price that I consider far below the actual value of the property."

A. I had some correspondence from him, it is right before me. Do you know what date that was under, I would like to refer to the original letter.

Q. 5 He makes no reference to the original letter, or how he made the offer, whether written or verbal, but I should like to know whether you recall any such offer.

A. Yes, Robert Arnold Reed wrote me on May 17, 1949. I should like to put the letter in evidence. The general theme of the letter is that had he been informed of the desire to sell this particular property he "would have considered buying the property myself now for development by veterans on GI-FHA loans at a later date." There was no indication by him of any price he would pay for it or any terms, whether cash or long-term mortgage.

Plaintiffs' Solicitor offers in evidence the letter above referred to, the same being filed with the testimony and marked "Complainants' Examiner's Exhibit No. 6."

Q. 6 Will you kindly explain how the terms of the contract were arrived at, the sales price, that is?

A. In negotiating with Mr. Lichtenberg I had first felt that the price of \$15,000.00 would be adequate and a desirable price from the point of view of all the co-owners. It occurred to me that Mr. Lichtenberg might be willing to add this \$1,250.00 additional item

to cover the fee for negotiating sale and all Court costs incurred in connection with the transfer of ownership if litigation became necessary, and it developed that he would be agreeable to that. I had initially offered it to a business associate of Mr. Lichtenberg at \$15,000.00, and that's how I first met Mr. Lichtenberg. The subsequent increase from that total of \$16,250.00 to the present gross price of \$17,175.00 was because of delays in settlement which Mr. Lichtenberg requested and for which he was agreeable to an increase in price roughly equivalent to about seven or eight per cent interest. Mr. Lichtenberg had given a substantial deposit of \$5,250.00, and it thereby occurred to me that no resulting harm would occur in allowing the delay which he desired for reasons best known to himself.

Q. 7 Mr. Norris, at any time were there "for sale" signs posted on the Place?

A. Yes. It didn't remain there very long. I had the unfortunate experience of putting up signs which were in my name as attorney, -the person to be contacted, -but these signs did not remain on the property very long and were removed. I have had similar experiences with "for sale" signs on other country property and was not surprised at that treatment. These signs were in the form of road signs, about three feet wide and two feet long suspended on a post.

Q. 8 In other words, they were not removed by you but by persons unknown to you?

A. That is correct. I think, altogether, in the period I placed three "for sale" signs on the property.

Q. 9 When was the last sign placed on the property?

A. It would be three or four years ago. I never received any response to any "for sale" signs on property previously referred to. Those who contacted me, I feel certain, contacted me because of their own certain knowledge that I represented the owners of the land, rather than the signs itself, although I cannot be positive in each case.

Q. 10 Did you at any time advertise in the paper for purchasers of this property?

A. No.

Q. 11 The property was never listed with any real estate man, other than your attempted advice from Mr. Charles F. Lee?

A. It was listed with Mr. Lee but it was never posted by him in his name. As I recall it, I first put signs on the property in 1944 when Mr. Lee was getting no where in even stirring up an interest leading toward a discussion with regard to the sale of the property.

That's all.

John R. Norris.

Louis J. DeAlba, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. NORRIS:

Q. 1. Your name, please?

A. Louis J. DeAlba.

Q. 2 What is your address?

A. 8 Crain Highway, Glen Burnie.

Q. 3 What is your business?

A. Real Estate appraisals.

Q. 4 Have you done appraisal work as a regular matter in the course of your business?

A. I am an approved appraiser for the Veterans Administration, Baltimore Airport; chief appraiser for the United Federal Savings and Loan Association of Glen Burnie.

Q. 5 At my request did you inspect the property which is the subject of this proceeding for the purpose of making an appraisal?

A. I did.

Q. 6 About what date did you make that inspection?

A. It was June 21, 1950, this year.

Q. 7 Did you go on the actual site of the land itself?

A. I did, and walked over it.

Q. 8 Will you describe, briefly, the land as you found it?

A. Well, it was mostly overgrown with scrub bushes and trees. There are numerous holes in it which require filling if it is to be put to any particular use. It has a small frontage on the Hammond's Ferry Road, with the bulk of the property stretching back quite a distance.

Q. 9 And that property comprises 97.75 acres, more or less?

A. I believe it was 97 acres, I had a plat.

Q. 10 You had the plat made by Thomas W. Shives, which is the plat introduced in evidence here as Complainants' Examiner's Exhibit No. 1?

A. I didn't see that one.

Q. 11 Will you just take a look at that plat, and tell us if it is the same plat? (Hands Exhibit No. 1 to witness).

A. Yes, I would say that's the same plat, yes.

Q. 12 And this plat was furnished you for the purpose of identifying the property?

A. Yes.

Q. 13 And that survey shows the land contained is 97.75 acres?

A. That's right.

Mr. Norris: May the record show that the property was initially conceived to contain 103 acres, and by survey was found to be over-stated in acreage and, in fact, contained 97.75 acres.

Q. 14. What is the frontage on Hammond's Ferry Road?

A. I wouldn't know off-hand without the use of the plat. I average about one appraisal a day and I can't recall.

Q. 15 It shows two distances on Hammond's Ferry Road -one of 597.45 feet and the other of 400.84 feet, making a total of 998.29 feet.

MR. CHILDS: The plat is a matter of record, we will concede that.

Q. 16. Based upon your inspection of the property, and consistent with your experience and skill as an appraiser, what, in your mind, is a fair valuation for the entire tract?

A. Based on comparative properties that I have appraised for the Baltimore Airport, my appraisal showed a value, an over-all price of \$175.00 an acre. That was based on a high value along the highway and gradually diminishing as it approached the back.

Q. 17. And that would equal a price for the 97.75 acres of -

A. A price of \$16,975.00.

Q. 18 In your opinion is that a fair valuation for that property?

A. I would consider it a very fair valuation for it.

Q. 19 What would you state is the present fair market value of this property?

A. About the appraised value, \$16,975.00.

Q. 20 Is there any further testimony you would like to at this time give in connection with your appraisal?

A. I don't know of anything else.

CROSS-EXAMINATION BY MR. CHILDS:

Q. 1 Mr. DeAlba, how long have you been an appraiser for the VA?

A. About six years.

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

A. Twenty-five or thirty years. I was originally with F.N. Iglehart and Company, in Baltimore.

Q. 3 Mr. DeAlba, you stated you made appraisals for the Airport property. How did your appraisals compare with the condemnation cases that took place in that connection?

A. I might say I was a middle man consistently all through the appraisal reports. Some were lower and some were higher, but as an average I was a middle man all the way through.

Q. 4. That wasn't what I asked you, Mr. DeAlba. What I asked you was, how did your appraisals compare with the condemnation prices given in the matter of the Airport?

A. Some were over and some were under. Some were settled at exorbitant prices—that is, in my estimation.

Q. 5. But they were considerably higher than what you had estimated, isn't that correct?

A. They were higher than all the appraisals made on the property.

Q. 6. What is this property most adaptable to?

A. At the present time I would say for development.

Q. 7. How far is it from Baltimore?

A. From the City line?

Q. 8. From the center of town?

A. I would say about ten miles.

Q. 9. Is it further than Harundale?

A. No.

Q. 10 Do you know what lots are selling for in Harundale?

OBJECTION BY MR. NORRIS as having no probative value in this case.

A. It would be hard to make a comparison, because Harundale has water, sewerage, electricity and paved streets, while this is a very rough scrub land.

Q. 11 How many minutes' drive from the center of town is it, would you say?

A. From the center of town, I would say twenty-five minutes. Depends on how you drive. I guess about twenty-five minutes.

Q. 12 Does it take you longer to get there than it does to Harundale?

A. No, I don't think so, I figure about twenty-five minutes to Harundale.

Q. 13 Mr. DeAlba, is it true that farm properties bring higher prices than development property per acre in the present day?

A. I never heard of any instance of it.

Q. 14 You mean farm property would bring lower prices is that correct?

A. Farm property, I would naturally think so, it depends. If it is farm property to be used for development, then, of course, it brings a higher price than strictly farm land.

Q. 15 What is farm land bringing today per acre?

A. Around \$100.00, anywhere from fifty to a hundred dollars.

Q. 16 You wouldn't go as high as \$300.00?

A. If it is to be used for development I think a man could be justified in paying \$300.00 an acre for farm property.

Q. 17 Where is the nearest point, to your knowledge, which is served by the Anne Arundel County Sanitary Commission?

A. The nearest point to this particular property?

Q. 18. Yes, how far away would you say it is?

A. I really don't know, at Linthicum probably.

Q. 19. This property is not far from Linthicum? On the other side of the road, isn't it?

A. Oh no, at least a mile or mile or a mile and a half from Linthicum. You are not referring to North Linthicum, are you?

Q. 20 No sir, what I wanted to determine is how far the lines of the Sanitary Commission were?

A. I really don't know.

That's all.

RE DIRECT-EXAMINATION BY MR. NORRIS:

Q. 1 Is this particular property, this 97.75 acre, particularly adapted to development purposes?

A. Only in its proximity to the trend of development that's coming that way.

Q. 2 Is it the kind of land that lends itself readily to development?

A. Not without considerable cleaning up and work.

Q. 3 Is it all level land?

A. No, as I said before there were numerous deep hollows in the land, and it is all covered with scrub growth. I am not familiar with the cost of cleaning up land, but I think it would cost approximately \$100.00 an acre to clean up that land and put it in shape.

Q. 4 Is it now being used for farm purposes?

A. It is just grown up in scrub pine and bushes. It was not being farmed when I saw it.

RE-CROSS-EXAMINATION BY MR. CHILDS.

A. 5 Mr. DeAlba, what would you recommend to clean up this property, could it be done by bulldozers?

A. It would be necessary to haul dirt to fill up the hollows, if it was to be developed straight through, that is, the entire property. There's good in it and bad. The good is very good and the bad is rather bad.

Q. 6 And you would say it would take one bulldozer how long to clear an acre?

A. It depends on how well you want it cleared. If you want to take out all the stumps and all that, I am not familiar with that. I couldn't estimate about that, I haven't cleared any ground.

Q. 7 Do you know what bulldozers charges are today for time and machine?

A. I have heard of all kinds of prices, from \$50.00 to \$100.00 a day.

Q. 8 Would you say it would take a day to clear an acre?

A. Probably, I imagine it would.

Q. 9 Isn't it a fact that Baltimore is rapidly expanding into this area?

A. Either that, or we are expanding into Baltimore.

Q. 10 But developments are springing up all around the area, and in this direction in particular?

A. Well, I don't know that.

Q. 11 Would you say this property would be less desirable for development purposes?

A. No, I don't think it would be worse than the general run of property in the neighborhood if you wanted to develop it.

Q. 13 As a general rule, isn't development property in the area bringing more than \$175.00 an acre?

A. Development property? The only property I have had any experience with that brought anywhere from one hundred to two hundred dollars, applies just to small tracts where there would be five or ten acres and someone would buy it for a home place.

In answer to the General Question, Witness answered: "No sir."

Louis J. DeAlba

Robert C. Ward, a witness of lawful age produced on behalf of the plaintiffs, having been duly sworn, testified as follows:

BY MR. NORRIS:

Q. 1 Will you state your full name?

A. Robert C. Ward.

Q. 2 And your business address, Mr. Ward?

A. 210 Crain Highway, N.W. Glen Burnie.

Q. 3 You are in business at that address?

A. Yes.

Q. 4 Under what trade name?

A. Morgan & Ward.

Q. 5 What is your business?

A. Real Estate and Insurance.

Q. 6 In connection with your real estate business, do you from time to time make appraisals of real estate?

A. I do. I am President of the United Federal, and make appraisals very frequently.

Q. 7 Is your business operation in the territory which includes this tract of land near Linthicum Heights?

A. Yes.

Q. 8 That's nearby to Glen Burnie, is it not?

A. Yes.

Q. 9 Do you recall on or about November 10, 1948, going out to view this property on location at my request?

A. Your request was on November 10, but I made the inspection on November 15, 1948.

Q. 10 Did you hear my testimony given earlier in this proceeding with respect to what I wanted you to do in connection with your inspection?

A. Yes.

Q. 11 Did I correctly state that today?

A. You did, sir.

Q. 12 In other words, I offered the property to be listed with you as a realtor for sale, if you thought it was worth more than the price offered by Mr. Lichtenberg, which was \$15,000.00?

A. Yes.

Q. 13 What was your response to that?

A. My response was that I saw no reason why you should list it because at that time you had a very good offer for the piece of property.

Q. 14 Have you in more recent times visited the property?

A. I did. I went over the property on March 31, 1950.

Q. 15 What change in value has there been, if any, since the time you made the inspection on November 15, 1948?

A. On the road front there have been some scrub bushes cleaned up and a little grading has been done, and I estimated then that my first appraisal would be about right. I didn't see where that improved the property a whole lot.

Q. 16 It was only a casual improvement?

A. Yes.

Q. 17 About how much of the property had been cleaned or graded?

A. I guess, at that time it looked to be a couple of acres. I'm not sure about that, but I judge it was two or three acres.

Q. 18 Two or three acres of the entire tract of 97.75 acres?

A. Yes.

Q. 19 Did you understand that that grading and cleaning up had been done by Mr. Lichtenberg with my authority?

A. I did. I understood it was done by Mr. Lichtenberg.

Q. 20 What is your opinion of the fair value of that property as of the time of your appraisal of March 31, 1950?

A. \$15,000.00.

Q. 21 What is your opinion of the fair market value of this property as of that date?

A. I would say \$15,000.00.

Q. 22 Based on your knowledge and experience with real estate in that territory and section, would you state whether or not you believe the fair market value of this property has changed, since March, 1950?

A. It has not. Highways do make improvements to real estate, but I don't think this road going through there is going to improve the value of real estate there. It is supposed to be an expressway, and you can't get on it or off of it, and I don't think that's going to make the value any more than it was before.

Q. 23 What, then, in your opinion, is the fair market value of this property at the present time?

A. I would say \$15,000.00.

Q. 24 Mr. Ward, would you say this land is particularly adapted to development purposes?

A. Well, it could be, but it would cost an awful lot of money to fill in the ravines and hollow places. I guess there are places on that property, roughly, exceeding ten, twelve or fifteen feet deep, and it would require an awful lot of dirt to fill in and level that off for development, although there are some good spots that would be all right.

Q. 25 Is it now being used for farming or any other purposes?

A. The last time I was there, no sir.

CROSS EXAMINATION BY MR. CHILDS:

Q.1 Mr. Ward, you don't know whether or not this road is a non-access road, is that true?

A. Only by what I have heard. We have some property there in that area now that we hold mortgages on, and we are right much upset because of the road going through there because you can't get on the road. One piece I inspected in the interests of our Association had to build a new road into the place so they could get out on it. I don't think that road's going to be an asset to any real estate for farming or development.

Q. 2 Isn't it a fact, Mr. Ward, that the development area from Baltimore is moving in that direction?

A. No, I would say the development in that area is moving from North Linthicum toward Baltimore.

Q. 3 But it is being rapidly developed?

A. Not so good now as three or four years ago. It's a kinda slowd up.

Q. 4 Mr. Ward, who is paying you to testify?

A. As far as I am concerned, no one. Mr. Norris engaged me.

That's all.

"NO." In answer to the General Question, witness answered:

Robert C. Ward.

Eugene M. Childs Esq., Solicitor for Robert Arnold Reed and Elizabeth Kelley Bead, now offers in evidence a telegram dated September 1, 1950, from the said defendants to him, the same being filed with the testimony and marked "Complainants' Examiner's Exhibit No. 7".

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

Witness my hand and seal this 26 day of September, 1950.

Jho.S. Strahorn, (Seal)

Examiner.

Filed September 26", 1950

SUBMISSION FOR DECREE

To the Honorable, the Judges of said Court:

The above case is herewith submitted for decree upon Bill of Complaint, Answers thereto and Testimony, and the 41st General Equity Rule is hereby waived.

Linwood L. Clark  
Attorney for complainants  
Eugene M. Childs  
Richard E. Lankford  
Attorneys for defendants

Filed 5 Oct. 1950

NELLIE SMITH NORRIS, ETC., : No. 9815 EQUITY  
VS : IN THE CIRCUIT COURT FOR  
HELEN E. ROBINSON, et al. . . . : ANNE ARUNDEL COUNTY

DECREE

The above cause coming on for hearing upon Bill of Complaint, Answers thereto, and testimony taken and being submitted, the proceeding was read and considered.

It is thereupon this 16th day of October, 1950, by the Circuit Court for Anne Arundel County in Equity, ADJUSTED, ORDERED and DECREED that the tract of land situate in the Fifth Election District of Anne Arundel County, Maryland, mentioned in the Bill of Complaint and as specified in the Exhibits filed in this proceeding, be sold; that the Contract of Sale of said tract of land, filed in this proceeding, be ratified and confirmed; that John R. Norris be and he is hereby appointed trustee to make said sale; and that the course and manner of his proceeding shall be as follows: He shall first file in this proceeding a bond in the penalty of \$18,000.00, executed by himself, and a surety or sureties to be approved by the Clerk of this Court conditioned for the faithful performance of the trust reposed in him by this Decree, he shall then report to this Court for confirmation in the usual course the private sale made to Jerome M. Lichtenberg and Evelyn T. Lichtenberg, his wife, as contained in the Contract of Sale heretofore filed in this proceeding, on obtaining the Court's ratification of the sale, and on payment of the whole purchase money (and not before), the said trustee shall execute a deed conveying said property to the said Jerome M. Lichtenberg and Evelyn E. Lichtenberg, his wife, and said trustee shall bring into this Court the money arising from said sale, viz: \$17,175.00, to be distributed under the direction of this Court, after deducting therefrom the costs of this proceedings, and such commission to the said trustee as this Court shall think proper in consideration of the skill, attention and fidelity where-with he shall appear to have discharged his trust, pursuant to his undertaking to do so as contained in said Contract of Sale.

Benjamin Michaelson,  
Judge.

Filed 16 Oct. 1950

B O N D .

KNOW ALL MEN BY THESE PRESENTS: That We, John R. Norris, 1513 Fidelity Building, Baltimore, Maryland, and New Amsterdam Casualty Company, a body corporate of the State of New York, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Eighteen thousand Dollars (\$18,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 20th day of October in the year of our Lord one thousand nine hundred and fifty.

WHEREAS, the above bounden John R. Norris by virtue of a decree of the Honorable the Judge of Circuit Court for Anne Arundel County, Maryland, has been appointed Trustee to sell \_\_\_\_\_ mentioned in the proceedings in the case of Nellie Smith Norris, Margaret Norris Willis and John R. Norris, trustees under the last will and testament of Camsadell C. Norris, deceased. vs Helen E. Robinson, et al now pending

in said Court.

Now the Condition of the Above Obligation is such, that If the Above Bounden John R. Norris 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

John R. Norris

(SEAL)

Edna C. K. Kirschke

NEW AMSTERDAM CASUALTY COMPANY

Attest:

By J. F. Eierman-  
Vice President.

M. R. Gosweiler,

Assistant Sec'y.

(CORPORATE SEAL)

Approved- John H. Hopkins, 3rd, Clerk.

Filed Oct. 23", 1950

REPORT OF SALE

The report of John R. Norris, Trustee appointed by a decree of this Court, passed in the above entitled cause dated the 16th day of October, 1950, to make sale of certain real estate therein mentioned, respectfully shows:

THAT, after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as requested by law and the said decree, your said Trustee has sold the tract of land situate in the Fifth Election District of Anne Arundel County, Maryland, mentioned in the Bill of Complaint, and as specified in the Exhibits filed in this proceeding, in fee simple, as provided in said decree, to Jerome M. Lichtenberg and Evelyn E. Lichtenberg, his wife, in fulfillment of the Contract of Sale, heretofore filed and approved in these proceedings, at and for the sum of \$17,175, and upon the terms and conditions in said Contract of Sale set forth.

THAT said price is the highest price obtainable for said property, and is in excess of the appraised value thereof as shown by the testimony taken in these proceedings.

AND AS IN DUTY BOUND, etc.

Respectfully submitted .

John R. Norris, Trustee.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY that on this 21st day of October, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN R. NORRIS, Trustee named in the above Report of Sale, and made oath in due form of law that the matters and facts stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein recorded was fairly made.

(Notarial Seal)

Edna C. K. Kirschke,

Notary Public.

Filed October 23", 1950.

ORDER NISI

ORDERED, this 23 day of October, 1950, That the sale of the Real Estate mentioned in these Proceedings made and reported by John R. Norris, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24 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 24 day of November next. The report states that the amount of sales to be \$17,175.00.

John H. Hopkins, 3rd, Clerk.

Filed 23 October, 1950.

PETITION FOR ALLOWING FEE.

TO THE HONORABLE, THE JUDGES OF SAID COURT.

The petition of Eugene M. Childs respectfully represents unto your Honors:

First: That by Order of Court in these premises dated the 18th day of November, 1949, your Petitioner was appointed to represent the Respondents Robert Arnold Reed and Elizabeth Kelly Reed, his wife, and as their attorney to file for them their Answer to the Bill of Complaint in this matter.

Second: That pursuant to said Order your petitioner filed the answer of Robert Arnold Reed and Elizabeth Kelly Reed after having <sup>to</sup> <sup>2</sup> <sup>to</sup> <sup>the</sup> <sup>petitioner</sup> <sup>requesting</sup> <sup>additional</sup> <sup>time</sup> <sup>in</sup> <sup>which</sup> <sup>to</sup> <sup>answer</sup>, the said Robert Arnold Reed being in the U.S. Navy and not available for conferences.

Third: Thereafter your petitioner was obliged to hold conferences with his client by Long Distance Telephone owing to the fact that the said Robert Arnold Reed could not come to Annapolis.

Fourth: Your petitioner also represented the said Robert Arnold Reed and wife at the taking of testimony in these presents and conducted cross-examination on behalf of his clients.

Fifth: Your petitioner therefore believes that he is entitled to a fee for services rendered in these presents and prays the Court to allow him such an amount as will compensate him for his services in the case.

Eugene M. Childs

We, the undersigned, members of the Bar of Anne Arundel County, after having examined the proceedings in the above cause, recommend a fee of \$150.00, as being fair compensation for legal services performed by the petitioner herein.

Linwood L. Clark

Matthew S. Evans

Filed November 27, 1950

O R D E R

ORDERED this 28th day of November, 1950, on the foregoing Petition, by the Circuit Court for Anne Arundel County in Equity, that the Auditor in stating the account in the above entitled cause allow to Eugene M. Childs as compensation for legal services rendered in said cause, the sum of \$150.00, said sum to be paid out of the specific fund of \$1250 mentioned in these proceedings.

Benjamin Michaelson, Judge.

Filed 28 November, 1950.

ORDER NISI

Ordered, this 23 day of October, 1950, That the sale of the Real Estate mentioned in these proceedings made and reported by John R. Norris, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24 day of November next. The report states that the amount of sales to be \$17,175.00.

John A. Hopkins, 3rdm Clerk.

Filed 23 October, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md. Nov. 27, 1950.

We hereby certify, that the annexed Order Nisi Eq. #9815 NELLIE SMITH NORRIS 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 24th day of November, 1950. The first insertion being made the 24th day of October, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 8649

By R.L. Brown.

Filed 27 November, 1950.

FINAL ORDER

ORDERED BY THE COURT, This 28th day of November, 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 Auditor.

Benjamin Michaelson, Judge.

Filed 28 November, 1950.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. February 7, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Nellis Smith Norris, et al, etc. Vs. Helen E. Robinson, et al in ac

To Trustee for Court costs, viz:

Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitors' appearance fee	10.00	
Clerk of Court - Court costs	66.00	
Chas. M. Russell- Sheriff's costs	2.50	
John S. Strahorn- examiner's fee	12.00	
L. R. Jicklins-special stenographer	30.00	
Auditor- stating this account	<u>18.00</u>	148.50

To Trustee for Expenses, viz:

Capital-Gazette Press-order of publication	46.00	
Capital-Gazette Press-order nisi (sale)	8.00	
New Amsterdam Casualty Co.-bond premium	72.00	
Robert C. Ward-appraisal and testimony	25.00	
Louis J. DeAlba-appraisal and testimony	25.00	
Eugene M. Childs, Solicitor for Robt. A. Reed and Wife-fee for legal services rendered (Order 11/28/50)	150.00	
Telephone toll charges, registered mail charges, etc, paid by Trustee	<u>38.20</u>	364.20
To Trustee for his Commissions and fee for legal services, and to cover Counsel fees of other counsel of record, this balance of the special fund of \$1,250.00 provided in contract of sale to cover expenses and commissions in these proceedings	<u>737.30</u>	737.30

Proceeds of Sale for distribution by Trustee as provided by Contract of Sale and Modified Agreement of Sale filed herein, -  
\$15,925.00

Distributed as follows, viz:

To Nellie Smith Norris, Margaret Norris Willis and John R. Norris Trustees under the Last Will and Testament of Camsadel C. Norris, deceased - 60/225	4,246.67	
To Helen E. Robinson-105/225	7,431.67	
To Camsadel Louisa Frankenberg-12/225	849.33	
To Mary Blanche Petty-12/225	849.34	
To Clemena Shipley Swanson- 12/225	849.33	
To Gertrude Virginia Farinholt-12/225	849.33	
To Alton Francis Reed-4/225	283.11	
To Charles Marcus Reed-4/225	283.11	
To Robert Arnold Reed-4/225	<u>283.11</u>	<u>15,925.00</u>
		<u>17,175.00</u>

With John R. Norris, Trustee  
1950

Cr,

Dec.8 Proceeds of Sale as shown by Contract of 5/3/49 and Modification of Agreement dated 9/16/49, of which the sum of \$1,250.00 covers all costs and fees in connection with these proceedings

\$17,175.00    \$17,175.00  
\$17,175.00

All parties hereto, plaintiffs and defendants, by their respective counsel, hereby agree to the immediate ratification of the foregoing account without the publication of an Order Nisi thereto.

William J. Little

John R. Norris

Richard E. Lankford

Linwood L. Clark.

SOLICITORS FOR ALL DEFENDANTS EXCEPT ROBERT A. REED AND WIFE.

SOLICITORS FOR PLAINTIFFS

Eugene M. Childs,

SOLICITOR FOR ROBERT ARNOLD REED AND ELIZABETH KELLEY REED, HIS WIFE.

ORDER OF COURT.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 23rd day of February, 1951, that the foregoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed upon agreement of all parties in interest; 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 23 February, 1951

WILLIAM C. ROGERS, Attorney  
named in Mortgage

vs

JOHN W. THOMPSON and  
NAOMI P. THOMPSON, his wife.

: No. 10,032 EQUITY  
: IN THE CIRCUIT COURT  
: FOR  
: ANNE ARUNDEL COUNTY

: : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket suit in the above entitled cause and file "Petitioner's Exhibit A".

WILLIAM C. ROGERS, Attorney named  
in Mortgage

WINSON G. GOTT, JR., Attorney.

Filed 30 August, 1950

(MD. STATE STAMPS \$3.30)

PETITIONER'S EXHIBIT "A" MORTGAGE

THIS MORTGAGE, Made this 22nd day of March, in the year one thousand, nine hundred and forty-eight between JOHN W. THOMPSON and NAOMI P. THOMPSON, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the laws of the Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of THIRTY-TWO HUNDRED FIFTY (\$3250.00) Dollars, on their twenty-five shares of its stock, the execution of this Mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent (6%) per annum in the manner following.

By the payment on or before the first day of each month from date hereof:

(A) of the sum of THIRTY FOUR (\$34.00) Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

(B) of the sum of SIX (\$6.00) Dollars, being the present estimated one twelfth of the annual taxes,

water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies, that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Section A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Section A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) toward 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.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premiums, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Anne Arundel County, in said State and described as follows:

BEING Lots Nos. 37, 38, and 39, Block M, on the Plat of Orchard Beach recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2 folio 26, situate on Main Street.

BEING the same lots of ground which by Deed dated May 15, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 307 folio 338 were granted and conveyed by ALOYSIUS F. LORRENCE AND MARIE F. LORRENCE, his wife, to JOHN W. THOMPSON and NAOMI P. THOMPSON, his wife, the within Mortgagors.

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

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

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

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and wind - storm 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 the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal

debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall be added to the principal debt named herein and bear interest at the rate of six per cent (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) 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; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) 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 foregoing covenants or conditions for thirty days.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for William C. Rogers, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgaged debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said

property to the purchaser thereof, his, her or their heirs, personal representatives or assigns, and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$100.00, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS: JOHN W. THOMPSON (SEAL)  
GERTRUDE LYONS McNEIL. NAOMI P. THOMPSON (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of March, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared JOHN W. THOMPSON and NAOMI P. THOMPSON, his wife, the Mortgagors named in the foregoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the foregoing mortgage to be their act, and that they executed the same for the purpose therein contained. At the same time also appeared GEORGE H. JARBOE, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Gertrude Lyons McNeil,

My Commission expires May 2, 1949.

Notary Public.

Recorded March 24th, 1948, at 10-40 A.M. Liber J.H.H. No. 461, folio 535.

Filed July 8", 1950-Re-filed 25 Oct. 1950

PETITIONERS' EXHIBIT A - MORTGAGE.

(Md. State Stamps \$2.750)

THIS MORTGAGE, Made this 1st day of December, in the year nineteen hundred and forty-eight,

by and between JOHN W. THOMPSON and NAOMI P. THOMPSON, his wife, Mortgagors of Anne Arundel County in the State of Maryland, of the first part, and EDWARD S. CIERNIAK and LOTTIE K. CIERNIAK, his wife, Mortgagees, of the second part,

WHEREAS the said parties of the first part are justly indebted to the parties of the second part, in the amount of \$2,500.00 for monies advanced and WHEREAS the said parties of the first part Mortgagors have agreed to repay the said sum of money as advanced in installments, without interest, in the following manner: By the payment of \$35.00 on the 1st day of January 1949 and an equal sum on the 1st day of each and every month thereafter until 18 payments have been made at which time the unpaid balance of \$1,870.00 will be paid.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagee, JOHN W. THOMPSON and NAOMI P. THOMPSON, his wife, do grant and convey unto the said Mortgagors, EDWARD S. CIERNIAK and LOTTIE K. CIERNIAK, his wife, their heirs and assigns, in fee simple, all that lot or parcel of ground situate, and lying in Anne Arundel County aforesaid, and described as follows:

BEING Lots Nos. 37-38-39 Block M, on the Plat of Orchard Beach, recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, Folio 26, situate on Main Street,

BEING the same lots of ground which by deed dated May 15, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 307, Folio 338, was granted and conveyed by Aloysius F. Lorence and Marie F. Lorence, his wife, to the parties of the first part.

BEING also the same lot of ground described in a mortgage dated March 22, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 461, Folio 535, from the parties of the first part herein to The Augusta Building and Loan Association, Inc.

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 use and benefit of EDWARD S. CIERNIAK and LOTTIE K. CIERNIAK, his wife, as tenants by the entirety, their heirs and assigns, forever;

PROVIDED, that if the said JOHN W. THOMPSON and NAOMI P. THOMPSON, his wife, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of \_\_\_ Dollars 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 JOHN W. THOMPSON and NAOMI P. THOMPSON, his wife, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest the said JOHN W. THOMPSON and NAOMI P. THOMPSON, his wife for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. BUT if default be made in payment of said money, 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 EDWARD S. CIERNIAK and LOTTIE K. CIERNIAK, his wife, their personal representatives or assigns, or Leo C. Geraghty, Esquire, 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 said 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 Twenty-five (\$25.00) dollars, and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same 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 order or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Leo C. Geraghty, Esquire, 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 JOHN W. THOMPSON and NAOMI P. THOMPSON, his wife, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land in the amount of at least \$5250.00 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.

WITNESS the hands and seals of the said Mortgagor\_.

Test:

Mary H. Gerlach

John W. Thompson (SEAL)

Naomi P. Thompson (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I Hereby Certify, that on this 1st day of December in the year nineteen hundred and forty-eight before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared JOHN W. THOMPSON and NAOMI P. THOMPSON, his wife, the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared EDWARD S. CIERNIAK and LOTTIE K. CIERNIAK, his wife, and they made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Mary H. Gerlach

(NOTARIAL SEAL)

Notary Public.

Recorded 1st Dec. 1948, at 12:30 P.M. in Liber J.H.H. No. 503, fol 241.

Filed July 8", 1950.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The Augusta Building and Loan Association, Inc., under the mortgage

from John W. Thompson and Naomi P. Thompson, his wife, to The Augusta Building and Loan Association, Inc., dated the twenty-second day of March, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 461, folio 535.

John W. Thompson and Naomi P. Thompson, his wife,  
Main Street, Orchard Beach, Anne Arundel County, Maryland.

September 23, 1950.

Original amount of Mortgage		\$3250.00
Plus		
Interest	455.74	
Insurance (Fire 9 Point)	54.00	
Insurance (Mortgage protection)	46.60	
Taxes	121.17	677.51
Less:		
Payments made by Mortgagors		3927.51
		<u>1080.00</u>
	BALANCE , , , , , , , ,	\$2847.51

William C. Rogers,  
Attorney Named in Mortgage.

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.  
By MASON H. KORNMANN,  
Executive Vice President.

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I hereby certify that on this 25th day of September, 1950, before me, the subscriber, a Notary Public of the State of Maryland, City of Baltimore, aforesaid, personally appeared Mason H. Kornmann, Executive Vice President of The Augusts Building and Loan Association, Inc., and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

As witness my hand and Notarial Seal.

(Notarial Seal)

Herbert C. Moore

Notary Public.

Filed Sept. 26", 1950

PETITIONERS' EXHIBIT B  
STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of Edward S. Cierniak and Lottie K. Cierniak, his wife, Mortgagees, under the mortgage ~~from John W. Thompson~~ from John W. Thompson and Naomi P. Thompson, his wife, to them dated the 1st day of December 1948, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 503, Folio 241, &c.

Amount of loan	\$ 2,500.00
Less amount paid on principal	<u>140.00</u>
Balance of principal due and unpaid	\$ 2,360.00

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY that on this 2 day of August in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Edward S. Cierniak and Lottie K. Cierniak, his wife, the plaintiffs in the above entitled case, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

John Marshall Jones, Jr.,  
Notary Public.

Refiled 25 Oct. 1950

Filed 15 Aug. 1950

MILITARY AFFIDAVIT.

On this 29th day of August, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Attorney named in Mortgage, who being duly sworn according to law, deposit and said:

That John W. Thompson and Naomi P. Thompson, his wife, are the owners of the mortgaged property

described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said John W. Thompson and Naomi P. Thompson, his wife, are not now in the military service of the United States.

William C. Rogers, Affiant.

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Herbert C. Moore, Notary Public.

Not Filed *filed 9/26/50*

NEW AMSTERDAM CASUALTY COMPANY BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William C. Rogers, of #1825 Murray Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FOUR THOUSAND (\$4,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of September, in the year nineteen hundred and fifty.

WHEREAS, the above bounden William C. Rogers, by virtue of the power contained in a Mortgage from John W. Thompson and Naomi P. Thompson, his wife, to The Augusta Building and Loan Association, Inc., bearing date the 22nd day of March, nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 461, Folio 535, 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 William C. Rogers, do and shall well and truly and faithfully perform the trust imposed 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 <sup>mortgaged</sup> 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

Wm. C. Rogers (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

Attest:

V. N. Mercier  
Assistant Secretary

By J. F. Eierman  
Vice President

(CORPORATE SEAL)

Approved,

John H. Hopkins, 3rd Clerk.

Filed Sept, 26", 1950

HAND BILL

GEORGE W. SCIBLE, AUCTIONEER

WINSON G. GOTT, ATTORNEY

MORTGAGEE'S SALE OF VALUABLE FEE SIMPLE REAL ESTATE SITUATE

ON THE WESTERLY SIDE OF MAIN STREET IN ORCHARD BEACH, NEAR STONEY CREEK.

UNDER and by virtue of a power of sale contained in a mortgage from John W. Thompson and Naomi P. Thompson, his wife, to The Augusta Building and Loan Association, Inc., dated March 22, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 461, folio 353, the undersigned, as Attorney named in said mortgage will offer for sale at public auction on the premises, on FRIDAY, SEPTEMBER 29, 1950, AT 3 P.M.

ALL those three (3) adjoining lots of ground in the Third Election District known as Lots Nos. (37), (38), and (39) Block M. as shown on a Plat of ORCHARD BEACH in the Land Records of Anne Arundel

County in Liber W.N.W. No. 2, folio 26, now recorded among the Plat Records of Anne Arundel County in Plat Cab-  
Ainet No. 1, Rod F, Plat No. 11. Said lots have a combined frontage on Main Street of 60 feet, more or less be-  
ing all and the same land described in the aforesaid mortgage. Subject to restrictions contained in a deed from the Waterview Land Company of James N. Grigg and Alice D. Grigg, his wife, dated May 17, 1935, AND RECORDED AMONG THE Land Records of Anne Arundel County in Liber F.A.M. No. 139, folio 237.

IMPROVEMENTS: The property is improved by an 8 room frame cottage.

TERMS OF SALE: A deposit of \$300 will be required of the purchaser on the day of sale: balance to be paid in cash upon final ratification of the sale or all cash at the option of the purchaser. Deferred payments to bear interest at the rate of 6% from the day of sale and to be secured to the satisfaction of the said attorney named in the mortgage. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,

Attorney named in Mortgage

CERTIFICATE OF AUCTIONEER AND AGREEMENT OF PURCHASER.

I hereby certify that I have this 29th day of September, 1950, sold the within described property to Edward S. Cierniak & Lottie K. Cierniak, his wife, at and for the sum of \$4525.00, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

September 29, 1950.

Geo. W. Scible, Auctioneer.

We hereby certify that we have this 29th day of September, 1950, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of \$4525.00, and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

WITNESS:

Edward S. Cierniak

Winson G. Gott

Purchaser

Filed 6 October, 1950.

REPORT OF SALE

TO THE HONORABLE JUDGE OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of property known as Lots Nos. 37, 38, and 39, Block M, as shown on a Plat of Orchard Beach, Anne Arundel County, Maryland, in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security 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 Maryland Gazette, a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Friday, the twenty-ninth day of September, 1950, at 3:00 o'clock P.M., attend on the premises and then and there sold the fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this report, unto Edward S. Cierniak and Lottie Cierniak, his wife, at and for the price of \$4525.00, which said sum was the highest amount bid for the property.

WILLIAM C. ROGERS, Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 3rd day of October, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

(Notarial Seal)

Herbert C. Moore, Notary Public.

Filed 6 October, 1950.

## ORDER NISI

Ordered, this 6th day of October, 1950, That the sale of the property mentioned in these proceedings and made and reported by William C. Rogers, Attorney named in Mortgage BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6 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 6 day of November next.

The report states that the amount of sale to be \$4525.00.

John H. Hopkins, 3rd, Clerk.

Filed 6 October, 1950.

CERTIFICATE OF PUBLICATION.

Annapolis, Md. November 2, 1950

We hereby certify that the annexed Order Nisi-Eq., #10032, WILLIAM C. ROGERS VS JOHN W. THOMPSON WAS published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County Maryland, once a week for 4 successive weeks before the 6th day of November, 1950. The first insertion being made the 11th day of October, 1950.

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

No. MG. 2780.

Filed 8 November, 1950

FINAL ORDER

ORDERED BY THE COURT, This 9th day of November, 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 he shall produce vouchers for the Auditor.

Benjamin Michaelson, A. J.

Filed 9 November, 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 20, 1950.

All of which is respectfully submitted.

Laura R. Jickling,  
Auditor.

Dr. William C. Rogers, Attorney named in Mortgage vs John W. Thompson and Naomi P. Thompson, his wife, in ac.

To Attorney for fee, viz:	\$ 100.00	
To Attorney for Commissions, viz:	<u>166.70</u>	266.70
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court-Court costs	18.75	
Auditor- stating this account	<u>13.50</u>	42.25
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	35.00	
Capital-Gazette Press-handbills & tax	9.69	
Capital-Gazette Press-order nisi (sale)	8.00	
CapitalGazette Press- order nisi (acct)	6.00	
The Daily Record Co.-advertising sale	21.75	
New Amsterdam Casualty Co.-bond premium	16.00	
George W. Scible-auctioneer's fee	25.00	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	

## J.H.H. No. 69 Equity

Herbert J. Moore, notary fees	.50	127.44
To Augusta Building & Loan Ass'n. Inc., Mortgage-in full for mortgage claim	- 2,847.51	2,847.51
To Edward S. Cierniak and Lottie K. Cierniak, his wife, second mortgagees-this balance on account second mortgage CLZIM	1,295.76	1,295.76
		<u>4,579.66</u>
Amount of second mortgage claim filed	2,360.00	
Cr. Amount allowed as above	1,295.76	
Balance subject to decree in personam with William C. Rogers, Attorney named in Mortgage 1950 Sept. 29 Proceeds of Sale	1,064.24	
Interest on deferred payment from 9/29/50 to 11/14/50	31.69	4,556.69
Refund 1950 State and County taxes- 3 months 1 day	14.98	
Refund unearned fire insurance premium	7.99	22.97
		<u>4,579.66</u>

Filed 28 November, 1950

ORDER NISI

ORDERED, this 28 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 8 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 8 day of January, next.

John H. Hopkins, 3rd, Clerk.

Filed 28 November, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1951

We hereby certify that the annexed Order Nisi-Eq. #10,032-JOHN W. THOMPSON was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of January, 1951. The first insertion being made the 30th day of November, 1950.

THE CAPITAL GAZETTE PRESS, INC.,

No. MG. 8087.

By R. L. Brown.

Filed 10 January, 1951.

## FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 10th day of January, 1951, that the foregoing 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.

\*\*\*\* (Before Auditor's Report.) Filed 10 January, 1951

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, Edward S. Cierniak and Lottie E. Cierniak, his wife, by Maloy & Brady, and James J. Lee, their solicitors, respectfully represent unto your Honors:

1. That under the terms of a first mortgage from the said defendants to The Augusta Building and Loan Association, Inc., a Maryland Corporation, dated March 22, 1948 and recorded among the Land Records

of Anne Arundel County in Liber J.H.H. No. 461 folio 535, &c., after default thereunder, the property described in said mortgage, being Lots No. 27, 28 and 39 Block M, on the Plat of Orchard Beach, recorded among the Plat Records of Anne Arundel County in Liber W.N.W. No. 2, Folio 26, situate on Main Street, was sold at public sale, after publishing notice of said sale, for the sum of \$4,525.00.

2. That the mortgage claim of the above mentioned mortgage, filed in this proceeding, is in the amount of \$2,847.51.

3. That your petitioners hold of record a second mortgage, next junior to the above mentioned first mortgage, from said defendants, dated December 1, 1948 and recorded among the Land Records aforesaid in Liber J.H.H. No. 503, folio 241, &c., under which default also has occurred, on the property aforesaid, which is filed herewith, marked "Petitioners' Exhibit 'A'", and is prayed to be taken as part hereof.

4. That the balance due thereunder to your petitioner by the said defendants and still unpaid, is in the amount of \$2,360.00, statement of which said mortgage claim of your petitioners is filed herewith, marked "Petitioners' Exhibit 'B'", and is prayed to be taken as part hereof.

5. That it now appears there will be surplus funds remaining after the satisfaction of the mortgage claim and all costs incident to this proceeding.

WHEREFORE, YOUR PETITIONER PRAYS:

That an order be passed authorizing and directing the auditor in the above entitled proceeding to allow the claim of your petitioners out of any surplus funds remaining after satisfaction of the claim of the plaintiff herein, subject to all proper exceptions.

And as in duty bound, etc.,

Maloy & Brady

James J. Lee  
Solicitors for Petitioners.

O R D E R

Upon the foregoing petition and exhibits, it is this 25th day of October, 1950.

ORDERED, by the Circuit Court for Anne Arundel County, In Equity, that the auditor, in stating her account in this cause, be, and she hereby is authorized and directed to allow the second mortgage claim of your petitioners, out of any surplus funds remaining after satisfaction of the claim of the plaintiff herein, subject to the usual exceptions.

Benjamin Michaelson, Judge.  
Filed 25, October, 1950

MOTION FOR DECREE IN PERSONAM

Equity Dck. JHH No. 14, folio 122. Equity #10032.  
TO THE HONORABLE, THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The motion of Edward S. Cierniak and Lottie K. Cierniak, his wife, second Mortgagees in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioners upon their second mortgage claim in the above entitled cause the sum of One Thousand Sixty-four & 24/100 Dollars, as found and determined by the Auditor's account herein, which said account has been by this Court finally ratified on the 10th day of January, 1951, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

WHEREFORE your petitioners pray and move for a decree in personam for the said sum of \$1,064.24 against the said John W. Thompson and Naomi P. Thompson, his wife, upon due notice being given by summons or otherwise as the Court may direct to the said John W. Thompson and Naomi P. Thompson, his wife.

And as in duty, &c.,

Maloy and Brady

James J. Lee  
Attorneys for Mortgagees

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court for Anne Arundel County this 18th day of January, 1951, that the Clerk of this Court be and he is hereby directed to issue the xxxxxx writ of subpoena directed to the said John W. Thompson and Naomi P. Thompson, his wife, commanding them to be and appear in this Court on the first Monday of February, 1951 to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

Benjamin Michaelson. Judge.

John W. Thompson and Naomi P. Thompson, his wife, the second mortgagors in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 18th day of January, 1951, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 21st day of February, 1951, by the Circuit Court for Anne Arundel County, adjudged, and ordered, that the decree of this Court be and it is hereby entered in favor of Edward S. Cierniak and Lottie J. Cierniak, his wife, the petitioners herein for the sum of One Thousand Sixty-four & 24/100 Dollars against the said John W. Thompson and Naomi P. Thompson, his wife, with interest until paid from the date of the final ratification of the Auditor's account herein, and all costs of suit accruing since the ratification of said account.

Benjamin Michaelson, \_\_\_\_\_

Filed 18 Jan. 1951.

GERALD KERR, Attorney named in Mortgage	:	No. 10.044 EQUITY
	:	IN THE CIRCUIT COUTY
vs	:	FOR
JOSEPH STRANSKY, MAGDALENA STRANSKY, his wife,	:	ANNE ARUNDEL COUNTY.
FRANCIS R. STRANSKY.	:	
	: : : : : : : : :	

Mr. Clerk:

ORDER TO DOCKET SUIT

Please docket suit in the above entitled case and file mortgage as Exhibit No. 1.

Eldridge Hood Young.

Solicitor for Plaintiff.

Filed Sept. 30", 1950.

MORTGAGE

THIS MORTGAGE, made this 13th day of April, in the year one thousand nine hundred and forty-nine, between Joseph Stransky and Magdalena Stransky, his wife, and Francis R. Stransky, (unmarried) of Anne Arundel County, in the State of Maryland, Mortgagors and The Kenwood Building <sup>Loan</sup> and Savings Association of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagors being members of the said body corporate have received therefrom an advance of Six thousand five hundred dollars on fifty shares of stock, being the balance of the purchase money for the hereinafter described and mortgaged property, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

WHEREAS, the said Mortgagors being so justly indebted unto the said Mortgagee for said advance, the said Mortgagors do hereby covenant to repay the same, together with interest thereon at the rate of six per cent (6%) per annum, computed monthly unto the Mortgagee or its assigns, in the following manner: THE SUM of Six thousand five hundred Dollars and the interest to accrue thereon to be repaid unto the Mortgagee in monthly installments (including principal and interest) of \$65.00 commencing on the first Tuesday of May, 1949, and continuing on the first Tuesday of each month thereafter until the principal, interest, and such fines and charges as may be imposed upon the Mortgagors under the

Constitution and By-Laws of the said body corporate are fully paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar the said Mortgagors do grant and convey unto the Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows, that is to say:

Beginning for the same at a post in a fence corner on the north side of the public road leading to Jessups Cut and on the west side of the road leading to George F. Warfield's and running thence with the west side of the said road north thirty-two degrees thirty minutes east thirty and six-tenths perches to the corner post in the line of the land of George F. Warfield; thence with said line north fifty-seven degrees fifteen minutes west eight and eight-tenths perches to a post; thence reversing the first line of Lot No. 2 south thirty-two degrees thirty minutes west thirty and six-tenths perches to a post on the north side of the aforesaid public road and thence with said road south fifty-seven degrees fifteen minutes east eight and eight-tenths perches to the beginning. Containing one and three-fourths acres of land more or less. Saving and Excepting therefrom however so much thereof as was by Deed dated July 11th, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 265, folio 200 conveyed by William Harry Rowles, et al to State Roads Commission of Maryland.

BEING the same lot of ground which by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by William Harry Rowles and wife, ~~unto the said William Harry Rowles and wife~~ unto the said Mortgagors.

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

TO HAVE AND TO HOLD said lot of ground and premises unto said mortgagee, its successors or assigns forever in fee-simple.

*Ef* PROVIDED that if the said mortgagors, shall make the payments and perform the covenants and conditions herein contained on their part, to be made and done, then this mortgage shall be void.

AND said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant and agree with said Mortgagee, its successors and assigns, as follows:

1. To pay monthly the sum of six dollars and fifty cents, (in addition to the monthly payment heretofore mentioned) with which the said Mortgagee shall apply from time to time to payment of all taxes, ground rent, water rent, insurance, public dues, assessments, and charges for which the property hereby mortgaged may become liable. Should this special fund at any time be insufficient, (by reason of an increase in assessment or an increase in the tax rate or any other cause) to pay said charges, the Mortgagors agree to pay said deficiency.
2. To pay all fines that may be imposed upon them by said mortgagee in accordance with its Constitution and By-Laws.
3. To keep the improvements on said mortgaged property in good repair and fully insured from loss by fire and windstorm and such other hazards as may be required by the Mortgagee, in a company designated by said Mortgagee for its use, and to deliver the policy to it. It is further covenanted that the Mortgagee shall have a lien in the mortgaged premises, for life, insurance premiums advanced when the insurance upon death is to be applied to the mortgage debt. And this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.
4. That, in the event of a transfer or change of ownership of said mortgaged property, without the written consent of said Mortgagee, it reserves the right to demand payment of said mortgage debt

and interest hereby secured and if not paid on demand, then this mortgage may be foreclosed under the assent hereby contained.

5. That, in the event of any default in any covenant or condition of this mortgage, then the balance due hereunder on said shares shall become due and payable.

6. That, upon any default in any of the covenants of this mortgage, the Mortgagee shall be entitled without notice to the Mortgagors, to the immediate appointment of a receiver of said mortgaged property, without regard to the adequacy or inadequacy of the property as security for the mortgaged debt; and in the event of any default whether or not a receiver is appointed, the rent, profits and income of said property are hereby assigned to the Mortgagee as additional security.

7. That, it is understood, and agreed until default be made, the said Mortgagors may retain possession of the hereby mortgaged property.

8. And it shall be lawful for the said Mortgagee, its successors or assigns, or for Gerald Kerr, 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 convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a counsel fee of Seventy-five Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of Equity jurisdiction in the State of Maryland; secondly to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives or assigns, or to whomsoever may be entitled to the same.

9. And the said Mortgagors for their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commissions the said Mortgagors for their heirs, personal representatives or assigns, hereby covenant to pay; and the said Mortgagee, its successors or assigns, or its 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.

WITNESS the hands and seals of the said Mortgagors.

Witness:

Effie G. Breeden.

Joseph Stransky (SEAL)

Magdalena Stransky (SEAL)

Francis R. Stransky (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY, that on this 13th day of April, in the year one thousand nine hundred and forty-

nine, before me a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Joseph Stransky and Magdalena Stransky, his wife, and Francis R. Stransky the Mortgagors named in the foregoing Mortgage and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Gerald Kerr and made oath in due form of law that he is the agent of the said the Kenwood Building <sup>Loan</sup> and Savings Association duly authorized to make this oath, and made further oath in due form of law as said agent for the said body corporate, 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)

Effie G. Breeden, Notary Public

Recorded-21st April-1949 at 10:30 A.M., in Liber J.H.H. No. 518, Folio 450.

Filed September 30, 1950.

STATEMENT OF MORTGAGE DEBT.

Amount of mortgage loan	\$6500.00	
Less dues paid	<u>264.08</u>	\$6235.92
Expense account,	96.80	
Paid by borrowers	<u>110.17</u>	<u>13.37</u>
Paid out by Association		\$6249.29
Interest: Ten months at 31.18 per month from February 1950 to November 1950 inclusive,		311.80
Charge for payment before maturity		<u>93.74</u>
	TOTAL	\$6654.83

STATE OF MARYLAND, BALTIMORE CITY, Set:

I Hereby Certify that on this 13th day of November 1950, before me, a Notary Public of the State of Maryland in and for said City aforesaid, personally appeared Gerald Kerr, Attorney named in mortgage, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause and remaining due and unpaid.

As Witness my hand and Notarial Seal.  
(Notarial Seal)

Effie G. Breeden, Notary Public.

Filed 14 November, 1950.

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE: TO WIT:

I Hereby Certify that on this first day of November 1950 before me, the subscriber, a Notary Public in and for the State of Maryland, City of Baltimore, personally appeared Gerald Kerr, Attorney named in Mortgage, and made oath in due form of law that he knows the defendants herein and that to the best of his information, knowledge and belief,

1. said defendants are not in the military service of the United States
2. said defendants are not in the military service of any nation allied with the United States
3. said defendants have not been ordered to report for induction under the Selective Training and Service Act
4. said defendants are not members of the Enlisted Reserve Corps who has been ordered to report for military service.

(Notarial Seal)

Effie G. Breeden, Notary Public.

Gerald Kerr, Affiant.

Filed 14 November, 1950

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Gerald Kerr, Attorney-Named-In-Mortgage, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the

State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND (\$7000.00), 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 November, 1950.

WHEREAS, by virtue of a power of sale contained in a mortgage from Joseph Stransky and Magdalena Stransky, his wife, and Francis E. Stransky to The Kenwood Building Loan & Savings Association, dated April 13, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 518, folio 450, the said Gerald Kerr 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 Gerald Kerr 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, Gerald Kerr, 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.

Witness:

Katharine H. McCutchan

Katharine H. McCutchan (Corporate Seal)

Gerald Kerr

Principal.

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney-in-Fact.

(SEAL)

Approved 14 Nov. 1950,

John H. Hopkins, 3rd, Clerk.

Filed 14 November, 1950

HAND-BILL

GEORGE W. SCIBLE

AUCTIONEER.

ATTORNEY'S SALE OF VALUABLE IMPROVED REAL ESTATE

LOCATED ON CAMP MEADE ROAD, FOURTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of the power of sale contained in a Mortgage from Joseph Stransky et al to The Kenwood Building Loan and Savings Association dated April 13th, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 518 folio 450 (default having occurred thereunder) the undersigned will offer at public sale on the premises, FRIDAY NOVEMBER 17th, 1950 at 3:00 P.M.

All that lot of ground situate in the Fourth Election District of Anne Arundel County, and described as follows:

Beginning for the same at a post in a fence corner on the north side of the public road leading to Jessups Cut and on the west side of the road leading to George F. Warfield's and running thence with the west side of said road north 32 degrees 30 minutes east thirty and six-tenths perches to the corner post in the line of the land of George F. Warfield; thence with said line north 57 degrees 15 minutes west eight and eight-tenths perches to a point, thence reversing the first line of Lot No. 2, south 32 degrees 30 minutes west thirty and six-tenths perches to a post on the north side of the aforesaid public road and then with the road south 57 degrees 15 minutes east eight and eight-tenths perches to the beginning. Containing one and three-fourths acres of land more or less, excepting therefrom so much thereof as was taken by the State Roads Commission in the opening and widening of the Camp Mead Road.

Being the ninth house east of the House of Correction Road and being known as the Stransky property, formerly the Rowles property.

The property is improved by a two story frame building containing two apartments with hot water

heat and oil burner, two car garage and two chicken houses.

TERMS OF SALE: A deposit of \$750.00 will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to day of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

GERALD KERR

2 E. Lexington Street, Baltimore 2, Md.

Filed Nov. 21, 1950  
REPORT OF SALE

TO THE HONORABLE JUDGES OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

The Report of Sale of Gerald Kerr, Attorney named in the Mortgage filed in the above entitled cause, shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Maryland Gazette, a weekly newspaper published in Anne Arundel County, and also the Sunday Sun, a weekly newspaper published in Baltimore City, for more than three successive weeks preceding the day of sale, said attorney did pursuant to said notice on Friday the 17th day of November 1950 at 3 o'clock P.M., attend on the premises and then and there sold the fee simple property fully described in the attached advertisement to William B. Stromberg and Theodore F. Stromberg, as joint tenants, at and for the price of Seven thousand one hundred dollars, they being the highest bidders and it being the highest price obtainable therefor.

George Kerr,

Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, Sct:

I HEREBY CERTIFY that on this 20th day of November 1950 before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared Gerald Kerr, Attorney as aforesaid, and made oath that the facts stated in the foregoing Report of sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal.

(Notarial Seal)

Effie G. Breeden, Notary Public.

Filed 21 November, 1950

PETITION.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of New Amsterdam Casualty Company respectfully represents unto your Honor:

1. That on or about the 30th day of September, 1950, the plaintiff, Gerald Kerr, by virtue of <sup>a power of</sup> sale contained in a mortgage to the Kenwood Building Loan and Savings Association, instituted foreclosure proceedings against the defendants, Joseph Stransky and Magdalena Stransky, his wife, and Frances R. Stransky, mortgagors of a certain property situated in the Fourth Election District of Anne Arundel County, being the ninth house east of the House of Correction Road; and on November 17, 1950, said property was sold in said mortgage foreclosure proceedings for the sum of Seven Thousand Five Hundred Dollars (\$7,500.00).

2. That your petitioner heretofore on or about the 3rd day of May, 1950, in the case of New Amsterdam Casualty Company v. Joseph Stransky and Magdalena Stransky, his wife, and Frances R. Stransky, being Equity No. 9864 in this Honorable Court, obtained a lien in the amount of Four Thousand Twenty-five Dollars and one cent (\$4,025.01), with interest from date, upon said property of the said Joseph Stransky, and Magdalena Stransky, his wife, and Francis R. Stransky, which has since been sold in the aforesaid foreclosure proceedings, a certified copy of the Decree of this Honorable Court granting such lien in favor of your petitioner being attached hereto, marked Petitioner's Exhibit No. 1

and prayed to be taken as a part hereof. That although said Decree of this Court authorized Marvin I. Anderson and Paul F. Due, Esquires, as Trustees to sell said property and said Trustees did attempt to sell said property in accordance with said Decree, there were no bidders at said sale when it was announced that the property was being sold subject to the mortgage of the Kenwood Building Loan and Savings Association; and your petitioner's said lien has therefor not been satisfied in whole or in part.

WHEREFORE, your petitioner prays this Honorable Court to direct the auditor, in stating his account, to allow out of the proceeds of sale and in its legal priority, subject to the usual exceptions, the claim of your petitioner.

Marvin I. Anderson  
Paul F. Due  
Due, Micherson & Whiteford.  
Attorneys for Petitioner.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public in the City and State aforesaid, personally appeared MILTON A. ALBERT, Assistant Secretary of New Amsterdam Casualty Company, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal this 30<sup>th</sup> day of November, 1950.

(Notarial Seal)

Nellie M. Stewart [Seal]

My Commission expires May 7, 1951.

Notary Public.

Filed 4 December, 1950

DECREE.

EXHIBIT NO. I

This cause standing ready for hearing, and being submitted, testimony was taken in open Court, counsel for the plaintiff were heard, defendants were without counsel, having refused to employ counsel although the case had heretofore been continued to give them an opportunity to do so, and the proceedings were read and considered.

It is, thereupon, this 3rd day of May, 1950, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

1. That the Defendants, Joseph Stransky and Magdalena Stransky, be and they are hereby decreed to be indebted to the plaintiff, New Amsterdam Casualty Company, in the full and just sum of Four Thousand Four Hundred Twenty-Four Dollars and six cents (\$4,424.06), and that this Court's decree be and the same is hereby entered in favor of said plaintiff, New Amsterdam Casualty Company, against said defendants, Joseph Stransky and Magdalena Stransky for the said sum of Four Thousand Four Hundred Twenty-four Dollars and six cents (\$4,424.06) with interest from date.

2. That a lien in favor of the plaintiff, New Amsterdam Casualty Company, in the amount of Four Thousand Twenty-five Dollars and one cent (\$4,025.01) with interest from this date, be, and the same is hereby fastened on all that piece or parcel of ground situate and lying in Anne Arundel County, which, by deed dated April 13, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 518, folio 448, was granted and conveyed by William Harry Rawles and Annie Ethel Rawles, his wife, to the defendants, Joseph Stransky, Magdalena Stransky and Francis R. Stransky; and that unless the said defendants, Joseph Stransky, Magdalena Stransky and Francis R. Stransky, pay to said plaintiff, New Amsterdam Casualty Company, the sum of Four Thousand Twenty-five Dollars and one cent (\$4,025.01), with interest thereon from this date, and its costs of suit, within thirty (30) days from the date of this decree, said property be sold, that Marvin I. Anderson and Paul F. Due, Esquires, 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 file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and

a corporate surety, to be approved by this Court, or the Clerk thereof, in the penalty of Five Thousand (\$5,000.00) dollars conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future 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 obtaining the Court's ratification of the 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.

3. That the defendants, Joseph Stransky and Magdalena Stransky, be given credit upon the sum of Four Thousand Four Hundred and six cents (\$4,424.06) aforesaid, for the net amount, if any, paid the plaintiff, New Amsterdam Casualty Company by said Marvin I. Anderson and Paul F. Due, Trustees, under these proceedings.

s/ James Clark, JUDGE.

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

Filed 4 Dec. 1950

ORDER

The foregoing Petition having been read and considered, it is this 4th day of December, 1950, by the Circuit Court for Anne Arundel County

ORDERED that the auditor in stating his account in this case allow the claim of the Petitioner in its legal priority and subject to the usual exceptions.

Benjamin Michaelson, JUDGE.  
Filed 4 December, 1950.

ORDER NISI

ORDERED this 21 day of November, 1950, that the sale of the Real Estate in these Proceedings made and reported by Gerald Kerr, Attorney named in Mortgage, mentioned/BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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.

The report states that the amount of sales to be \$7100.00

John H. Hopkins, 3rd, Clerk.  
Filed 28 December, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 27, 1950.

We hereby certify, that the annexed Order Nisi-Sale Eq.#10,044-JOSEPH STRANSKY was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of December, 1950. The first insertion being made the 22nd day of November, 1950.

FINAL ORDER

ORDERED BY THE COURT, This 28th day of December, 1950, that the sale made and reported to the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

BENJAMIN MICHAELSON, Judge.

Filed 28 December, 1950.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE Auditor reports to the Court that she has examined the proceedings in the above entitled cause and from them she has stated the within account. January 11, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Gerald Kerr, Attorney named in Mortgage, vs Joseph Stransky, et al in ac.

To Attorney for Fee, viz:	75.00	
To Attorney for Commissions, viz:	<u>244.30</u>	319.30
To Attorney for Court costs, viz:		
Plaintiff's Solcitor's appearance fee	10.00	
Clerk of Court - Court costs	22.00	
Auditor - stating this account	<u>9.00</u>	41.00
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	29.07	
Capital-Gazette Press-handbills & tax	12.29	
Capital-Gazette Press-order nisi (sale)	8.00	
Capital-Gazette Press-order nisi (acct.)	6.00	
The A. S. Abell Co.-advertising sale	16.80	
Globe Indemnity Co.,-bond premium	28.00	
George W. Scible-auctioneer's fee	30.00	
One-half Federal Revenue stamps	4.13	
One-half State revenue stamps	4.12	
Effie G. Breeden-notary fees	<u>1.50</u>	139.91
To Attorney for Benefit Charges, viz:		
1950 water rent- 2 mos. 28 days	<u>2.43</u>	2.43
To The Kenwood Building & Savings Ass'n., mortgagee, in full for mortgage claim	<u>6,654.83</u>	6,654.83
To New Amsterdam Casualty Co., judgment creditor-this balance on account claim filed as per Order of 12/4/30	<u>1.08</u>	1.08
		<u>7,158.55</u>
WITH Gerald Kerr, Attorney named in Mortgage		Cr.
1950 Nov. 17. Proceeds of Sale	7,100.00	
Interest on deferred payment	<u>43.39</u>	7,143.39
Refund 1950 State and County taxes-1 month 13 days	4.13	
Refund fire insurance premium-three and a half months	<u>11.03</u>	15.16
		<u>7,158.55</u>

Filed January 15, 1951

ORDER NISI.

ORDERED this 15 day of January, 1951, 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 20 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 20 day of February next.

John H. Hopkins, 3rd, Clerk.

Filed 15 January, 1951

CERTIFICATE OF PUBLICATION

ANNAPOLIS, MARYLAND, February 14, 1951.

We hereby certify, that the annexed Order Nisi-Eq. #10,044-JOSEPH STRANSKY 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 February, 1951; The first insertion being made the 18th day of January, 1951.

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

No. MG. 3568.

Filed 27 April 1951.

FINAL ORDER.

In the Circuit Court for Anne Arundel County:

ORDERED BY THE COURT, this 27th day of April, 1951, that the foregoing Report and Account of the Auditor, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

BENJAMIN MICHAELSON, Judge.

Filed 27 April, 1951

(For previous Records See Liber J.H.H. No. 68, folios 442-472, inclusive)

Benjamin Brooks : No. 9979 Equity  
vs : In the Circuit Court  
: for  
Dora Fribush. : Anne Arundel County.  
. . . . .

PETITION FOR A FEE AND ORDER OF COURT THEREON.

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1. That your Petitioner prepared and filed the bill of complaint in this cause after an examination of title. That your Petitioner likewise prepared the order of publication, made several trips to Washington, D. C.; and Baltimore in an effort to settle the matter, prepared the decree pro confesso, the petition to take testimony, the petition for the appointment of a special stenographer, took the testimony, prepared the decree, the advertisement of sale, report of sale selling the property for \$51,900.;

2. That your Petitioner has received no fee in this cause.

Wherefore, your petitioner, prays:

1. That an order may be passed by this Honorable Court allowing your Petitioner a fair and reasonable fee for his services rendered in this cause.

And as in duty bound, etc.

George B. Woelfel; Petitioner.

We, the undersigned, members of the Anne Arundel County Bar, do hereby certify that we have gone over the proceedings and work done by George B. Woelfel in this cause and we recommend a fee of Five Hundred Dollars (\$500.00) Dollars is a fair and reasonable fee to be allowed said George B. Woelfel for his services in this case in addition to the commissions allowed.

Louis M. Strauss  
Albert J. Goodman

Filed 21 Feb. 1951

ORDER OF COURT.

UPON THE AFOREGOING PETITION AND certificate of two members of the Anne Arundel County Bar, it is this 21st day of February, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREES that Laura R. Jickling, Auditor of this Court, be and she is hereby directed to allow the petitioner George B. Woelfel, the sum of Five Hundred Dollars as his fee in this matter, said sum being subject to the usual exceptions, if any desire to file them.

Benjamin Michaelson, Judge.

Filed 21 February, 1951.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. March 2, 1951.

All of which is respectfully submitted.

Dr. Benjamin Brooks vs Dora Fribush	in ac with George B. Woelfel	Laura R. Jickling, Auditor.	Cr.
Dr. Benjamin Brooks vs Dora Fribush			In ac.
To Trustee for Commissions, viz:		1,324.92	
To Trustee for Fee (Order 2/21/51		<u>500.00</u>	1,824.92
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee		10.00	
Clerk of Court - costs		34.00	
Jos. C. Deegan- Sheriff's costs		2.35	
Emanuel Klawans- Examiner's fee		8.00	
Mary M. Hoff - stenographer's fee		10.00	
Auditor - stating this account		<u>72.00</u>	136.35
To Trustee for Expenses, viz:			
Capital-Gazette Press - advertising sale		95.00	
Capital-Gazette Press-handbills & tax		23.72	
Capital-Gazette Press-order nisi (sale)		8.00	
Capital-Gazette Press-order nisi (acct)		6.00	
Globe Indemnity Co. - bond premium		280.00	
T. Carroll Worthington-appraisal and testimony		50.00	
George W. Scible - auctioneer's fee		75.00	
Clerk of Court-certified copies of deeds		22.00	
one-half Federal revenue stamps		28.60	
One-half State revenue stamps		28.60	
Mary M. Munroe - notary fee		<u>.50</u>	617.42
To Trustee for Taxes, vis:			
1950 State and County taxes on #253 West Street(\$17.83 -adj.)		14.86	
1950 State and County taxes on #255-257 West Street (\$219.12 adj.)		182.62	
1950 State and County taxes on lot in rear of #253-5-7 West St. (\$8.80-adj.)		7.33	
1950 State and County taxes on #115 Archwood Avenue (\$57.97-adj)		48.31	
1950 State and County taxes on 8 Munroe Court (\$102.21-adj)		85.18	
1950 State and County taxes on lot on Archwood Avenue (\$13.14-adj.)		10.95	
1950 State and County taxes on seven lots at Arundel-on-the-Bay (\$36.44-adj).		30.36	

1950 State and County taxes on #149-151 King George Street (\$49.66-adj.)	41.38	
1950-State and County taxes on #153-155 King George Street (\$47.40-adj.)	39.50	
1950-State and County taxes on #157-159 King George Street (\$45.90-adj.)	38.25	
1950 State and County taxes on lot in rear 2-4 Martin Street (\$7.67-adj.)	6.39	505.13
1950-Annapolis City taxes on #253 West Street (\$14.71 -adj.)	4.90	
1950 Annapolis City taxes on #255-257 West Street (\$181.93-adj.)	60.64	
1950 Annapolis City taxes on lot in rear of 253-4-7 West St.(\$7.30-adj.)	2.43	
1950 Annapolis City taxes on #115 Archwood Avenue (\$48.13)-adj.)	16.04	
1950 Annapolis City taxes on #8 Munroe Court (\$84.86-adj.)	28.29	
1950 Annapolis City taxes on lot on Archwood Avenue (\$10.91 -adj.)	3.64	
1950 Annapolis City taxes on 149-151 King George Street (\$41.23-adj.)	13.74	
1950 Annapolis City taxes on 153-155 King George Street (\$39.36-adj.)	13.12	
1950 Annapolis City taxes on (157-159 King George Street (\$38.11-adj.)	12.70	
1950 Annapolis City taxes on lot in rear 2-4 Martin Street (\$6.37 - adj.)	2.12	
1950 Annapolis City taxes on driveway in rear of Kine Geo St.(\$3.62-adj.)	1.20	158.82

To Trustee for Benefit Charges, viz:

Annapolis Water Co.-water rent on following properties:

#253 West Street- to 10/1/50	104.11	
#253 West Street - 10/1/50 to 10/30/50	14.02	
#255 West Street -10/1/50 to 10/30/50	2.56	
#115 Archwood Ave.,-10/1/50 to 10/30/50	2.28	
#149-159 King George Street-6 houses @ \$5.00 each-10/1/50 to 10/30/50	10.00	
8 Munroe Court - 10/1/50 to 10.30.50	6.25	139.22

BALANCE FOR DISTRIBUTION \$48,864.14

Distributed as follows:

Proceeds of sale of property owned by Jacob Brooks and Benjamin Brooks

as tenants in common \$30,000.00

Plus interest on \$20,000. from day of sale 200.00

\$30,200.00

LESS:

State, County & City taxes \$ 337.13

Water rent 122.97

Proportionate share of expenses-

.0493566% of \$30,200.00 1,490.57 1,950.67

Balance for distribution \$28,249.33

Distributed as follows:

To Benjamin Brooks - 19/20 26,836.86

To Dora Fribush - 1/20 1,412.47

Proceeds of sale of property owned by Jacob Brooks \$21,900.00

Plus interest on \$14,600 from day of sale 146.00

\$22,046.00

LESS

State, County & City taxes \$ 326.82

Water rent 16.25

Proportionate share of expenses-

.0493566% of \$22,046.00 1,088.12 1,431.19

\$20,614.81

Distributed as follows:

Distributed as follows:

To Benjamin Brooks - 9/10

To Dora Fribush - 1/10

18,553.33

2,061.48

\$48,864.14

\$52,246.00

with George B. Woelfel, Trustee

Cr.

1950

Oct. 30	Proceeds of Sale of property owned by Jacob Brooks and Benjamin Brooks as tenants in common, viz:		
	#253, 255 and 257 West Street and lot in rear thereof	\$20,000.00	
	# 115 Archwood Avenue	10,000.00	
	Interest on deferred payment of \$20,000.00 from day of sale	<u>200.00</u>	30,200.00
	Proceeds of Sale of property owned by Jacob Brooks, vis:		
	Lot on Archwood Avenue (unimproved)	1,300.00	
	8 Munroe Court	10,000.00	
	#149-141,153,155,157 and 159 King George Street and #2-4 Martin Street in rear	10,500.00	
	Seven Lots of ground at Arundel on the Bay (unimproved)	100.00	
	Interest on deferred payment of \$14,000.00	<u>146.00</u>	<u>22,046.00</u>
			<u><u>52,246.00</u></u>

Filed 8 March, 1951

ORDER NISI

ORDERED, this 8 day of March, 1951, 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 11 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 11 day of April next.

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 27, 1951.

We hereby certify, that the annexed Order Nisi- Eq. 9979 -Benjamin Brooks was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Maryland, once a week for 3 successive weeks before the 11th day of April, 1951. The first insertion being made the 10th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

By D. B. Macey,

No. E. C. 229

Filed 12 April 1951.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 13th day of April, 1951, that the foregoing 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 13 April, 1951.

PETITION TO PERMIT TRUSTEE TO DEPOSIT FUNDS OF DEFENDANT IN ANNAPOLIS BANKING AND TRUST COMPANY AND ORDER OF COURT THEREON.

To the Honorable, the Judge of said Court:

The petition of George B. Woelfel respectfully shows:

1. That your Petitioner was duly appointed trustee to make sale of the real estate in said proceedings mentioned.
2. That said sale has been made, auditor's account filed and final ratification had on said account. That the said account disclosed that there is \$3473.95 due Dora Fribush.
- 3 2. That Dora Fribush has acted very arbitrary and refuses to accept the money due her.

Wherefore, your Petitioner, Prays:

1. That an order may be passed directing the said Trustee to place the \$3473.95, the amount due her, in the Annapolis Banking and Trust Company, in a savings account and to forward the said savings account book to said Dora Fribush.

And as in duty bound, etc.,

George B. Woelfel, Petitioner.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that upon this 3rd day of May, in the year 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel who made oath in due form of law that the matters and facts stated in the foregoing petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.  
(Notarial Seal)

Mary M. Hoff, Notary Public.

Filed 7 May, 1951

ORDER OF COURT.

Upon the foregoing petition and affidavit, it is this 8th day of May, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that George B. Woelfel, Trustee in the above entitled cause be, and he is hereby directed to deposit the sum of \$3473.95 due Dora Fribush as per auditor's account stated in this cause in the Annapolis Banking and Trust Company in a savings account and mail the said Dora Fribush the said savings account book.

Benjamin Michaelson, Judge.

Savings c/c book #25388 in A. B. & T. Co.,

Filed 8 May, 1951,

CLETIS ELVIN COX Gambrills, Maryland	:	NO. 9956 EQUITY
ORAL WINFREY COX Gambrills, Maryland	:	
VS	:	IN THE CIRCUIT COURT
CLACY CLENDIA COX Same Filling Station near Wayson's Corner, Drury, Maryland	:	for
WENDAL ALBERT COX Same Filling Station near Wayson's Corner, Drury, Maryland	:	ANNE ARUNDEL COUNTY
ELFIE COX PHILLIPS Route 50 near Dixie Airport, Gambrills, Maryland	:	
BILBIE RELVA COX Route 50 near Dixie Airport Gambrills, Maryland	:	

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

FIRST: That Charles Winfrey Cox, late of Anne Arundel County, Maryland, deceased, was in his lifetime seized and possessed of three tracts or parcels of land lying in the Second Election District of Anne Arundel County aforesaid on the Defense Highway, acquired as follows:

A. Deed from James C. Dow and wife to Mary Jane Cox and Charles Winfrey Cox, her husband, dated January 5, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 94, folio 160, containing 2.11 acres, more or less. A certified copy of said deed is filed herewith and marked "Complainants' Exhibit A." That said land is improved by a one-story frame bungalow, with modern conveniences and the entire tract is piped for irrigation:

B. Deed from Raymond M. Jerman and wife to Charles Winfrey Cox and Mary Jane Cox, his wife, dated May 25, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 260 folio 130, containing 1.261 acres, more or less. A certified copy of said deed is filed herewith and marked "Complainants' Exhibit B." That said land is unimproved.

C. Deed from John Z. Baldwin and wife to Charles W. Cox and Mary Jane Cox, his wife, dated July 1, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 115, folio 446, containing 0.342 acres, more or less. A certified copy of said deed is filed herewith and marked "Complainants' Exhibit C." That said land is unimproved.

SECOND: That the said Mary Jane Cox died on April 12, 1946, thereby vesting title to the afore-said properties in the said Charles Winfrey Cox, who, being so seized and possessed, departed this life on the 30th day of June, 1949, and left surviving him the following children, to whom, as his only heirs at law, the said land has descended:

A. Cletis Elvin Cox, one of your orators, a son, of full legal age, who has intermarried with Lyda Cox, and who resides at Gambrills, Maryland.

B. Oral Winfrey Cox, one of your orators, a son, of full legal age, who has intermarried with Mildred L. Cox, and who resides at Gambrills, Maryland.

C. Clacy Clenda Cox, one of the respondents, a son, of full legal age, who has intermarried with Jeannette Cox, and who resides at Drury, Maryland.

D. Wendal Arlett Cox, one of the respondents, a son, of full legal, who has intermarried with Lucille Cox, and who resides at Drury, Maryland.

E. Elfie Phillips, one of the respondents, a daughter, of full legal age, who has intermarried with Bayne Phillips, and who resides at Gambrills, Maryland.

F. Bilbie Relva Cox, one of the respondents, a son, of full legal age, who has intermarried with Helen Cox, and who resides at Gambrills, Maryland.

THIRD: That your orator, Cletis Elvin Cox, and the respondent, Clacy Clenda Cox, were appointed administrators of the personal estate of the said Charles Winfrey Cox, deceased, by the Orphans' Court of Anne Arundel County; but having no cash in said estate, they have been unable to close the same in proper form, but will be privileged to do so out of the proceeds of the sale of the above described property.

FOURTH: That this property is not susceptible of division in kind without loss or injury to the parties involved; and your orators, by reason thereof, feel that a public sale of said land and improvements should be made and the proceeds, after the payment of the costs of administration of the estate of the same Charles Winfrey Cox, 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 orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto your orators the writ of subpoena directed to the said Clacy Clenda Cox, Wendal Arlette Cox, Elfie Cox Phillips, and Bilbie Relva Cox 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:

Cletis Elvin Cox

Oral W. Cox

Albert J. Goodman,

12 Church Circle, Annapolis, Maryland.  
Solicitor for Complainant.

COMPLAINANTS' EXHIBIT A.

THIS DEED, Made this fifth day of January, in the year Nineteen Hundred and Thirty-two (1932), by and between James C. Dow and Pannie Kirby Dow, his wife, parties of the first part and Mary Jane Cox and Charles Winfrey Cox, her husband, parties of the second part, all 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, paid them by the parties of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, they, the said parties of the first part have bargained and sold and by these presents does grant and convey unto the said Mary Jane Cox and Charles Winfrey Cox, her husband, their heirs and assigns, in fee simple:

ALL that tract of land situate lying and being in the Second Election District of Anne Arundel County, and described as follows: Beginning for the same at a point on the Defense Highway said point of beginning being on the outline of the entire conveyance to John Z. Baldwin, and is south 85 degrees East 1436.9 feet from the center line of the Crain Highway at the intersection of said Defense Highway, thence leaving the outline and with the line of the land previously conveyed to William F. Snyder by John Z. Baldwin and Anna J. Baldwin, his wife, by deed dated March 18, 1925, and recorded among the Land Records of Anne Arundel County, in Liber W.N.W. No. 83, folio 409, south 13 degrees 43 minutes West 427 feet to the centre of a spring branch; thence following said spring branch south 88 degrees 55 minutes east 228 feet; thence leaving said branch north 12 degrees 43 minutes east 409 feet to a point on said Defense Highway; thence with said Highway and the outlines of the entire tract North 85 degrees west 220 feet to the place of beginning.

Containing 2.11 acres, more or less.

BEING the identical property which was conveyed to the said James C. Dow and wife, by Raymond R. Jones and wife, by deed dated October 6, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 91, folio 450.

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 lot or parcel of land unto and to the proper use and benefit of the said Mary Jane Cox and Charles Winfrey Cox, her husband, their heirs and assigns, forever, in fee simple, as tenants by the entirety.

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

WITNESS the hands and seals of the said parties of the first part.

WITNESS:

James C. Dow (SEAL)

V.M. Perlitz

Pannie Kirby Dow (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this fifth day of January in the year 1932, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County personally appeared Jane C. Dow and Pannie Kirby Dow, his wife and each acknowledged the foregoing instrument of writing to be their act and Deed. WITNESS my hand and Notarial Seal.

(NOTARY SEAL)

Victoria M. Perlitz Notary Public.

Recorded 6 Jan. 1932, at 12, M. J.H.H. No. 269 folio 269. Equity Records.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing Deed is truly taken and copied from Liber F.S.R. No. 94, folio 160, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne

Arundel County this 12th day of May, A. D., 1930.  
(Court Seal)

John H. Hopkins, 3rd Clerk.

Filed 16 May, 1950.

COMPLAINANTS' EXHIBIT B.

(INT.REV,STAMPS 55¢)(MD. STATE STAMP. 20¢)

THIS DEED, Made this 25th day of May, in the year Nineteen hundred and forty-two, by and between Raymond M. Jerman and Delma E. Jerman, his wife, parties of the first part and Charles Winfrey Cox and Mary Jane Cox, his wife, parties of the second part, all of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Five (\$5.00) Dollars and other good and valuable considerations, paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto Charles Winfrey Cox and Mary Jane Cox, his wife, as tenants by the entireties, their heirs and assigns in fee simple.

ALL that lot, piece or parcel of ground, situate, lying and being in the Second District, Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe in Spring Branch, the Southeast corner of the whole tract and running North 12 degrees 57 minutes East 406.1 feet to the National Defense Highway 7 feet over a pipe, then North 86 degrees 20 minutes West 140 feet to a point 7 feet from an iron pipe, then over said pipe South 12 degrees 57 minutes West 389.2 feet to a pipe in Spring Branch, then up said Branch, South 79 degrees 24 minutes East 138.19 feet to the beginning, containing 1.261 acres. According to a plat and survey made by Edward L. Latimer, Surveyor, May 19th, 1928, said plat attached to deed recorded in Liber F.A.M. No. 135, folio No. 191.

BEING the same property which was conveyed to Raymond M. Jerman and wife, by Stephen Jacobchik and wife, by deed dated the 8th day of December, 1941, and recorded among the Land Records of Anne Arundel County, on December 10th, 1941, in Liber J.H.H. 251, folio 58.

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 and to the proper use and benefit of them, the said Charles Winfrey Cox and Mary Jane Cox, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially 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 parties of the first part,

WITNESS:  
GENEVA H. ANDERSON.

RAYMOND M. JERSON (SEAL)  
DELMA E. JERMAN (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of May, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Raymond M. Jerman and Delma E. Jerman, his wife, and they each acknowledged the foregoing deed to be their respective act and deed.

As witness my hand and seal Notarial.

(NOTARIAL SEAL)

Recorded May 26, 1942, at 2:45-P.M. GENEVA H. ANDERSON, NOTARY PUBLIC.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber J.H.H. No. 260, folio 130, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 12th day of May A.D. 1950.  
(Court Seal) John H. Hopkins, 3rd, Clerk,

Filed May 16, 1950

## COMPLAINANTS' EXHIBIT C. DEED.

THIS DEED made this 1st day of July in the year Nineteen hundred and thirty-three, by and between John Z. Baldwin and Anna J. Baldwin, his wife, parties of the first part, and Charles W. Cox, and Mary Jane Cox, his wife, parties of the second part, all of Anne Arundel County, State of Maryland.

WITNESSETH, That for and in consideration of the sum of Five Dollars and other good and valuable considerations, paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties, their heirs and assigns, in fee simple.

ALL that tract part of a tract, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland, which is described as follows:

BEGINNING for the same at an iron pipe found at the Southwest corner of the land by Deed dated January 5, 1932, and recorded among the Land Records of Anne Arundel County, Maryland in Liber F.S.R. No. 94, folio 160, whereby the land was conveyed by James C. Dow and wife to Mary Jane Cox and husband and running thence along the second line of said conveyance South 88 degrees 17 minutes 30 seconds East 231.60 feet to a stake found at the end of said line, thence leaving said line and running across the land of the said grantor of which, the land hereby conveyed is a part and along part of the fourth line reversed in deed dated April 24, 1930 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber FSR No. 70 folio 473, whereby the land was conveyed by John Z. Baldwin and wife to Louis Phipps the six following courses and distances South 13 degrees 7 minutes West 64.52 feet to an iron pipe found at the beginning of said fourth line North 85 degrees 39 minutes West 189.25 feet to an iron pipe there set South 8 degrees 51 minutes West 37.13 feet to an iron pipe there set, South 80 degrees 8 minutes West 28.55 feet to an iron pipe there set North 9 degrees 52 minutes West 45.42 feet to an iron pipe there set and North 14 degrees 28 minutes 30 seconds East 53.93 feet to the point of beginning. Containing 0.342 acres of land more or less. All as shown on drawing prepared by Clarence F. Shelly and Company, Surveyors, and Civil Engineers, entitled "Lot off Defense Highway, near Crain Highway", and dated May 29, 1933.

BEING part of the property which was conveyed to John Z. Baldwin by James W. Owens, et al Trustees by deed dated May 22, 1922 and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 56, folio 122.

TOGETHER with the buildings and improvements there upon erected, made or being and all and every the rights, roads, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of them, the said Charles W. Cox and Mary Jane Cox, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

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

WITNESS the hands and seals of the above named grantors on the day and in the year first above written.

TEST:

Marvin I. Anderson.

John Z. Baldwin (SEAL)

Anna J. Baldwin, (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of July in the year Nineteen hundred and thirty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,

personally appeared John Z. Baldwin and Anna J. Baldwin, his wife, and they acknowledged the foregoing Deed to be their act

WITNESS my hand and seal Notarial.

(NOTARIAL SEAL.)

Marvin I. Anderson Notary Public.

Recorded 8 Nov. 1933 at 3:30 P.M. F.S.R. 115, folio 446.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I HEREBY CERTIFY, That the foregoing Deed is truly taken and copied from Liber F.S.R. No. 115, folio 446, 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 13th day of May, A.D., 1950. Liber F.S.R. No. 115 folio 446.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed May 16, 1950

DECREE PRO CONFESSO

THE DEFENDANTS, Clacy Clenda Cox, Wendal Albert Cox, Elfie Cox Phillips and Bilbie Relva Cox, 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 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 defendants.

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

Benjamin Michaelson, Judge.

Filed June 26, 1950.

PETITION FOR APPOINTMENT OF SPECIAL STENOGRAPHER.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of Cletis Elvin Cox and Oral Winfrey Cox, complainants in the above-entitled case, respectfully requests that this Honorable Court designate Grace R. Hartge as special stenographer to transcribe testimony in said case by reason of the absence of a regular court stenographer.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman  
12 Church Street, Annapolis, Maryland,  
Solicitor for Complainants.

Filed 27 June, 1950

ORDER OF COURT

UPON the foregoing petition, it is this 28th day of June, 1950, ordered by the Circuit Court for Anne Arundel County in Equity that Grace R. Hartge be, and she is hereby appointed special stenographer to transcribe testimony in the above case, taken before a standing examiner of this Court.

BENJAMIN MICHAELSON, JUDGE.

Filed June 28, 1950

TESTIMONY ON BEHALF OF THE COMPLAINANT.

June 28, 1950.

PRESENT:

- Mr. Albert J. Goodman, Solicitor for the Complainants
- Mr. John S. Strahorn, Examiner
- Mrs. Grace R. Hartge, Special Stenographer

DECREE PRO CONFESSO June 26, 1950

WITNESSES:

- Cletis Elvin Cox, pp 2 to 5
- Oral Winfrey Cox 11 6 to 7
- Charles Albert Hodges, Jr., pp 8 to 10

Mr. Clerk:

Please file.

Jno. S. Strahorn, Examiner.

Cletis Elvin Cox, one of the Complainants, being first duly sworn, deposes and says:  
(Goodman)

Question 1. What is your name?

A. Cletis Elvin Cox.

2. Where do you live?

A. Gambrills, Maryland.

3. What is your occupation?

A. Chauffeur.

4. What was your father's name?

A. Charles Winfrey Cox.

5. What was your mother's name?

A. Mary Jane Cox.

6. When did your mother die?

A. April 12, 1946.

7. Is your father now living?

A. No.

8. When did she die?

A. June 30, 1949

9. Where was your father living at the time of his death?

A. Bristol, Maryland.

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

A. Yes.

11. What did he own?

A. He owned three tracts of land described in the three deeds I gave you.

12. I hand you a deed marked "Complainants' Exhibit A," conveying 2.11 acres of land, more or less, to Mary Jane Cox and Charles Winfrey Cox from James C. Dow and wife, and I ask you if this is a certified copy of your father's deed?

A. Yes.

DEED FILED AND MARKED "EXAMINER'S EXHIBIT NO. 1."

13. I now hand you a copy of a deed marked "Complainants' Exhibit B," dated May 25, 1942, from Raymond M. Jerman and wife to Charles Winfrey Cox and Mary Jane Cox, conveying 1.26 acres of land, more or less; and I ask you if this is a certified copy of your father's deed.

A. Yes,

DEED FILED AND MARKED "EXAMINER'S EXHIBIT NO. 2."

14. I now hand you a deed marked "Defendants' Exhibit C," dated July 1, 1933, from John Z. Baldwin and wife to James W. Cox and Mary Jane Cox, his wife, conveying 0.342 acres of land, more or less; and I ask you if this is a certified copy of your father's deed.

A. It is.

DEED FILED AND MARKED "EXAMINER'S EXHIBIT NO. 3".

15. Are there any improvements on the land described as a 2.11-acre tract, filed as Exhibit No. 1?

A. Yes, that has a one-story, frame bungalow on it, and that has water, electricity and bath. Besides, the whole tract is piped for irrigation.

16. Is the property described in the deed designated as Examiner's Exhibit No. 2 improved? That is the 1.261-acre tract of land.

A. No, unless you would consider an old stable and chickenhouse that are rotted and about to fall down.

17. Are there any improvements on the 0.342-acre tract of land which your parents obtained from John Z. Baldwin and wife, the deed to which is marked Examiner's Exhibit No. 3?

A. No, there is nothing there.

18. At the time your father died, he was a widower, as your mother had predeceased him, is not that true,

A. That is right.

19. What children did your father leave when he died on June 30, 1947?

A. Cletis Elvin Cox, a son, over 21 years of age, who married Lyda Cox, and who live at Gambrills, Maryland; Oral Winfrey Cox, a son, over 21 years of age, who married Mildred I. Cox, and who live at Gambrills, Maryland; Clacy Clenda Cox, a son, over 21 years of age, who married Jeanette Cox, and who live at Drury, Maryland; Wendal Arlett Cox, a son over 21 years of age, who married Lucille Cox, and who live at Drury, Maryland; Elfie Cox Phillips, a daughter, over 21 years of age, who married Wayne Phillips, and who lives at Gambrills, Maryland; and Bilbie Relva Cox, a son, over 21 years of age, who married Helen Cox, and who live at Gambrills, Maryland.

20- Of these children, just you and Oral are the complainants, and the other children are the respondents in this case, isn't that correct?

A. Yes.

21. Were letters of administration taken out in the estate of your father, Charles Winfrey Cox, in the Orphans' Court for Anne Arundel County?

A. Yes.

22. Has the estate been closed and all costs paid?

A. No, the estate has not as yet been closed because we have not any money with which to pay the costs.

23. Do you plan to apply of the proceeds of the sale of your father's property if a sale is decreed to the payment of these costs?

A, Absolutely. Yes.

24. Is this property susceptible to division in kind without loss or injury to the parties involved?

A. No. because we tried to divide it; and none of the children would agree on anything we did, so the best think I know is that we have to sell it and divide the money.

23. What do you value the properties at?

A. I think the first tract (Examiner's Exhibit 1) is worth about \$4,000.00; and I think the second (Examiner's Exhibit 2), that has just some fruit trees on it and the rotted stable and chicken houses, is worth about \$600.00; and I think the other tract (Examiner's Exhibit 3) that has a spring on it, is worth about \$100.00.

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

A. No.

Cletis Elvin Cox

Oral W. Cox, one of the complainants, being first duly sworn, deposes and says:

(Goodman)

Question 1. What is your name?

A. Oral Winfrey Cox.

2. Where do you live?

A. Gambrills, Maryland.

3. Are you married?

A. Yes, sir.

4. To whom?

A. Mildred I. Cox.

5. Are you related to Cletis Elvin Cox?

A. Yes. I am his brother.

6. Did Cletis describe the property correctly that your father owned at the time of his death?

A. Yes, sir, the only property my father had in Anne Arundel at the time of his death is described in the three deeds you first showed us, now marked Examiner's Exhibits 1, 2 and 3.

7. What are the names of all of the children of Charles Winfrey Cox?

A. Cletis Cox; Oral Cox, Clacy Cox, Wendall Cox, Elfie Phillips and Bilbie Cox.

8. Are they the parties named as complainants and respondent in this suit?

A. Yes, Cletis and I are suing my other brothers and sister.

9. Did your mother die before your father?

A. Yes.

10. When did she die?

A. April 12, 1946.

11. Do you believe this property is susceptible of division in kind without loss or injury to all of the parties involved?

A. No.

12. Why not?

A. Because they just quarrel among themselves, and no one knows what he wants and won't let anyone else have it.

13. What do you think should be done with the property?

A. Sell it and divide the money that is left among the children.

14. Has your father's estate been settled yet?

A. No, everything is ready in the Orphans' Court, but we haven't any money with which to pay the costs, and that is why we have to sell the property to raise the money.

Q. To the general question under the rule, the witness says:

A. No.

Oral W. Cox,

Charles Albert Hodges, Jr., a witness of lawful age, being first duly sworn, deposes and says:  
(Goodman)

Question 1. What is your name?

A. Charles Albert Hodges, Jr.,

2. Where do you live?

A. Weems Creek, Annapolis, Maryland.

3. What is your occupation?

A. Real Estate broker.

4. How long have you been engaged in the business of the sale of real estate?

A. Since 1946.

5. During your experience as a real estate broker, have you had occasion to sell property located in the Second District of Anne Arundel County?

A. Many times.

6. Are you familiar with the properties owned by Charles Winfrey Cox at the time of his death?

A. Yes.

7. When was the last time you had occasion to examine these properties?

A. June 23, 1950.

8. What was the reason for your making this examination?

A. I was asked by you to make an appraisal for the purpose of testifying in this case.

9. How many tracts of land did you examine?

A. Three tracts.

10. The first tract described in the deed designated as Examiner's Exhibit No. 1 contains 2.11 acres more or less. Will you tell us what you found upon examination of that tract?

A. That was the tract with a four-room bungalow, with a fish pond in the rear. It is a very well built house, approximately 20 years old, somewhat in need of repairs. It needs a new roof and some painting. It has no furnace but has a wonderful basement, and I feel the land and house are worth

between \$4,200 and \$4,500.

11. What did you discover upon examination of the second tract of land described in the deed designated Examiner's Exhibit No. 2, containing 1.261 acres of land?

A. That was, more or less, a continuation of the same piece of property, immediately adjacent to the other, and with a stable and chicken house. It is worth about \$600. or \$700.

12. In what condition were the stable and chicken house?

A. Very, very poor condition.

13. Would you say they have any value?

A. They would be worth \$100 or \$150 at the most.

14. What did you discover when you examined the 0.342-acre tract of land described in the deed designated as Examiner's Exhibit No. 3?

A. It is a small piece of land that serves no purpose other than to have an underground spring on it; and in order to get to it from either of the other two tracts of land, you have to go across another person's property, whose name is Mary Hoffman.

15. Is this land improved.

A. Not at all.

16. What do you value that land at, Mr. Hodges?

A. \$100.00.

17. Do you think these three properties could be divided in kind among the heirs of the late Charles Winfrey Cox without loss to them?

A. No, sir.

18. What do you think should be done.

A. The proper thing to do is to sell it and divide the money.

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

A. No.

Charles Albert Hodges, Jr.,

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

Witness my hand and seal this 7 day of July, 1950.

Jno. S. Strahorn, (Seal) Examiner.

Filed July 7", 1950.

DECREE

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

It is, thereupon, this 28th day of July, 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 Six Thousand Dollars (\$6,000.00), 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:

All three parcels shall be first offered as an entirety, with bids reserved, and then offered separately and sold in the manner yielding the highest price. A deposit of 10% of the purchaser's bid price to be paid in cash on the day of sale, deferred payments to bear interest at 6% 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 truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainant and respondent, and those claiming by, from and under them, or any 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 discharge his trust.

Benjamin Michaelson, Judge.

Filed 28 July, 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 Six thousand and no/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, 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 third 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 Cletis Elvin Cox, et al vs. Clacey Clenda Cox, et al Equity 9956 now pending in said Court.

NOW the Condition of this Oligation 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 L. E. King, (SEAL)

Attorney

Approved by

John H. Hopkins, 3rd, Clerk.

Filed Aug. 4, 1950

GEORGE W. SCIBLE

HANDBILL

AUCTIONEER

ALBERT J. GOODMAN, SOLICITOR, ANNAPOLIS, MARYLAND.

TRUSTEE'S SALE OF VALUABLE FARM LAND

LOCATED IN THE SECOND DISTRICT OF ANNE ARUNDEL COUNT, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated July 28, 1950,

and passed in a cause in said Court pending wherein Cletis Elvin Cox, et al, are complainants, and Clacy Clenda Cox, et al, are respondents and known as No. 9956 Equity, the undersigned Trustee will offer for public sale at the courthouse door in the City of Annapolis, Maryland, on TUESDAY, SEPTEMBER 5th, 1950 at 11 A.M.

All those three parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, Maryland on the Defense Highway, near Pigeon House Inn:

FIRST PARCEL: All that tract of land and improvements thereon containing approximately 2.11 acres, and more particularly described in a deed from James C. Dow and wife to Mary Jane Cox and husband, dated January 5, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 94, folio 160.

This tract is improved by a one story, frame, four-room bungalow, including a bath with basement adapted for living quarters, running water and electricity. Land is piped for irrigation, with spigots located every 50 feet.

SECOND PARCEL: All that tract of land containing approximately 1.261 acres, and more particularly described in a deed from Raymond M. Jarman and wife to Charles Winfrey Cox and wife dated May 25, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 260, folio 130.

This land, which adjoins the first tract, is improved by a stable and chicken house, which are in poor condition.

THIRD PARCEL: All that tract of unimproved land, containing approximately 0.342 acres, and more particularly described in a deed from John Z. Baldwin and wife to Charles W. Cox and wife dated July 1, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 115, folio 446.

An underground spring is located on this parcel.

All three parcels shall be first offered as an entirety, with bids reserved, and then offered separately and sold in the manner yielding the highest price.

TERMS OF SALE. A deposit of 10% of the purchaser's bid price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale, to day of settlement, taxes, insurance and other expenses to be adjudged 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 Three Thousand Nine Hundred DOLLARS (\$3,900.00); and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (our) hand(s) and seal(s) this 5th day of September, 1950.

WITNESS:

Albert J. Goodman

Clacy Clenda Cox (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 Clacy Clenda Cox at and for the sum of Three Thousand Nine Hundred DOLLARS (\$3,900.00), he (they) being at that price the highest bidder(s) therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 5th day of September, 1950.

WITNESS

Albert J. Goodman

George W. Scible (SEAL)

Auctioneer.

Filed 15 September, 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 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 Tuesday, September 5, 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:

A. All that tract of land and improvements thereon containing approximately 2.11 acres, and more particularly described in a deed from James C. Dow and wife to Mary Jane Cox and husband dated January 5, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 94, folio 160.

B. All that tract of land containing approximately 1.261 acres, and more particularly described in a deed from Raymond M. Jerman and wife to Charles Winfrey Cox and wife dated May 25, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 260, folio 130.

C. All that tract of unimproved land, containing approximately 0.342 acres, and more particularly described in a deed from John Z. Baldwin and wife to Charles W. Cox and wife dated July 1, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 115, folio 446.

Said property being sold to Clacy Clenda Cox at and for the sum of Three Thousand Nine Hundred Dollars (\$3,900.00), he being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of 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 5th 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 sale was fairly made.

AS WITNESS my hand and Notarial seal.

(Notarial Seal)

Grace R. Hartje, Notary Public.

Filed September 15", 1950

CERTIFICATE OF PUBLICATION.

Annapolis, Maryland, October 17, 1950

WE hereby certify that the annexed Notice of Trustee's Sale - Cletis Elvin Cox 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 September, 1950. The first insertion being made the 9th day of August, 1950.

THE CAPITAL GAZETTE PRESS, INC.,

BY R. L. Brown,

Filed 18 October, 1950.

ORDER NISI

ORDERED, this 15th day of SEPTEMBER, 1950, That the sale of the property mentioned in these proceedings made and reported by ALBERT J. GOODMAN, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th 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 16th day of OCTOBER next. The report states that the amount of sales to be \$3,900.00.

John H. Hopkins, 3rd, Clerk.

Filed 18 Oct. 1950.

CERTIFICATE OF PUBLICATION

-- Annapolis, Md. October 17, 1950.

We hereby certify, that the annexed Order Nisi -Eq. #9956 Clotis Elvin Cox was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of October, 1950. The first insertion being made the 20th day of September, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By B. L. Brown,

Filed 18 Oct. 1950.

ORDER NISI.

ORDERED BY THE COURT, This 18th 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 Auditor.

Benjamin Michaelson, A. J.

Filed 18 October, 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 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, numerous conferences were had with the Complainants and respondents all of which consumed many hours of time; a record examination of the title to said property was made, all legal papers were 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 \$3,900.00 and duly reported to this Honorable Court.

THIRD: That your petitioner had numerous conferences with prospective bidders relative to the sale of said property.

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 \$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

Matthew S. Evans

Filed 26 October 1950

ORDER OF COURT.

Upon the foregoing petition of Albert J. Goodman, counsel for the complainants in the above-entitled cause, and the certificate of the members of the Bar of Anne Arundel County, it is thereupon ordered this 27th day of October, 1950, by the Circuit Court for Anne Arundel County in Equity that Albert J. Goodman

'be allowed the sum of \$100.00 as a fee for services rendered, subject to proper exceptions.

Benjamin Michaelson, Judge.

Filed 27 October, 1950

PETITION TO ALLOW JUDGMENT CLAIM OF STANDARD OIL COMPANY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Standard Oil Company of New Jersey, by Noah A. Hillman, its solicitor, respectfully shows:

1. That on January 16, 1948 it obtained a final judgment, in the Circuit Court for Anne Arundel County, against Oral W. Cox. A certified copy of said judgment is filed herewith as a part of this petition.

2. That it appears from the proceedings in this case that said Oral W. Cox has an interest in the real estate mentioned therein; and your petitioner is advised that he will be entitled to receive a cash distribution therefrom.

3. That no part of your petitioner's judgment, interest or costs have been paid.

WHEREFORE, your petitioner prays the Court to direct the Court Auditor to allow its judgment claim against Oral W. Cox in the order of its legal priority.

AND, as in duty bound, etc.

Noah A. Hillman,  
Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 31st day of October, 1950, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared Noah A. Hillman, Agent for Standard Oil Company of New Jersey, who made oath in due form of law that the facts and matters set forth in the foregoing Petition are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Naoma K. Garner, Notary Public.

No. 845 Law

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

Hillman  
Standard Oil Company of New Jersey

: 1947 Nov. 26 S-J., Narr account, affidavit filed;

vs

: summons issued and copy of Narr account and af-

Oral W. Cox

; fidavit delivered to Sheriff to be served, summoned

the within named Defendant and a copy of the Decla-

ration affidavit, cause of action and notice to comply left in his hands, 5 Dec. 1947. 1948 Jany. 16 Motion for Judgment by default fd. 1948, Jany. 16 Judgment by default extended on proof before the Court in favor of the Plaintiff for the sum of Two Hundred Sixty six Dollars and twenty-five cents (\$266.25) current money, and a fee assessed by the Court with interest from date and costs of suit. 1948 March 9, Order for fi fa fd., fi fa issd. fi fa issd to April Term, 1948.

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 31st day of October, 1950.

(Court Seal)

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

ORDER OF COURT

ORDERED, this 31st day of October, 1950, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition and Affidavit, that the Court Auditor allow the judgment claim of the

petitioner according to its legal priority and subject to proper exceptions.

Benjamin Michaelson, Judge.

Filed 31 October, 1950.

PETITION FOR ALLOWANCE OF OVERPAYMENT OF PERSONAL ESTATE IN ORPHANS' COURT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Clacy Clenda Cox and Cletis Elvin Cox, administrators of the estate of Charles W. Cox, deceased, respectfully represents unto Your Honors:

That the estate of said decedent was overpaid in the Orphans' Court for Anne Arundel County in the amount of \$66.63, represented as follows:

Personal estate per inventory filed		350.00
Expenses per vouchers exhibited:		
B.L.Hopping & Son, funeral expenses		322.78
Register of Wills, court costs		30.60
Administrators' commission	35.00	
Less state tax on commissions	<u>3.50</u>	31.50
Register of Wills, state tax on commissions		3.50
Thomas G. Basil, bond premium		20.00
Southern Maryland Times, notice to creditors		5.00
Grace R. Hartge, Notary fees		2.50
Clerk of Court, recording release of mortgage		<u>.75</u>
Total disbursements		416.63
Estate overpaid		<u>66.63</u>
		<u>416.63</u> <u>416.63</u>

Wherefore, your petitioners pray that Your Honors pass an order instructing the auditor to allow the overpayment of \$66.63 when stating her account in this cause.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,  
12 Church Circle, Annapolis, Maryland,  
Attorney for petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28th day of November, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared CLACY CLEND A COX and CLEFIS ELVIN COX, Administrators of the estate of Charles W. Cox, deceased, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

(Notarial Seal)

Grace R. Hartge. Notary Public

Filed June 13, 1950  
ORDER OF COURT

UPON the foregoing petition and affidavit, it is this 28th day of November, 1950, by the Circuit Court in Equity, ordered that the auditor of this Court allow the overpayment of \$66.63 as prayed in said petition upon production of vouchers therefor, and subject to the proper exceptions.

Benjamin Michaelson, Judge.

Filed 28 November, 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. December 8, 1950.  
All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Cletis Elvin Cox, et al		vs Clacy Clenda Cox, et al		in ac.	
To Trustee for Commissions, viz:		148.21			
To Trustee for Fee, as per Order of 10/27/50, viz:		<u>100.00</u>		248.21	
To Trustee for Court costs, viz:					
Plaintiff's Solicitor's appearance fee		10.00			
Clerk of Court - Court costs		34.50			
Chas. M. Russell - Sheriff's costs		5.80			
John S. Strahorn- Examiner's fee		8.00			
Grace R. Hartge- Stenographer's fee		5.00			
Auditor - stating this account		<u>36.00</u>		99.30	
To Trustee for Expenses, viz:					
Capital-Gazette Press-advertising sale		35.64			
Capital-Gazette Press-handbills & tax		12.29			
Capital-Gazette Press-order nisi on sale		6.00			
Capital-Gazette Press-order nisi on acct.		6.00			
Glens Falls Indemnity Co., bond premium		24.00			
George W. Scible- Auctioneer's fee		20.00			
C. Albert Hodges-appearance fee		15.00			
. . . . .Clerk of Court-certified copies deeds		4.50			
One-half Federal revenue stamps		2.20			
One-half State revenue stamps		2.20			
Grace R. Hartge- notary fee		<u>.50</u>		128.33	
To Trustee for Taxes, viz:					
1949 State and County Taxes		46.89			
1950 State and County taxes (\$37.82-adj.)		<u>26.82</u>		73.71	
To Trustee for Claims Filed, viz:					
Clacy Clenda Cox and Cletis Elvin Cox, Admrs. of Charles W. Cox - deceased-amount overpaid personal estate (Order of 11/28/50)		<u>66.63</u>		66.63	
BALANCE FOR DISTRIBUTION -					\$3,324.19
Distributed to heirs at law of Charles W. Cox, as follows:					
To Cletis Elvin Cox, son- one-sixth		\$ 554.03			
LESS Direct inheritance tax		<u>5.54</u>		548.49	
To Oral W. Cox, son-one-sixth		\$ 554.03			
LESS Direct inheritance tax		<u>5.54</u>		548.49	
LESS Judgment claim of Standard Oil Co. of New Jersey (Order of Court 10/31/50) viz:		\$ 548.49			
Debt		\$266.25			
Interest from 1/16/48 to 9/5/50		42.16			
Court costs		4.80			
Fi Fa		2.50			
Sheriff's costs		9.19			
Entering satisfied		<u>1.00</u>		325.90	
				\$ 222.59	
To Clacy Clenda Cox, son-one-sixth		\$ 553.03			
LESS Direct inheritance tax		<u>5.54</u>		548.49	
To Wendal Arlette Cox, son, one-sixth		\$554.03			
LESS Direct inheritance tax		<u>5.54</u>		548.49	
To Elfie Cox Phillips, daughter one-sixth		\$554.03			
LESS Direct inheritance tax		<u>5.54</u>		548.49	
To Bilbie Relva Cox, son, one-sixth		\$554.03			
LESS DIRECT inheritance tax		<u>5.54</u>		548.50	
To R. Glenn Prout, Register of Wills-total direct inheritance tax, as above				33.24	

To Standard Oil Co., of New Jersey, judgment creditor of Oral W. Cox, -  
in full settlement claim filed

325.90	3,324.19
	<u>3,940.37</u>
	Cr.
	3,900.00
<u>40.37</u>	<u>3,940.37</u>
	<u>3,940.37</u>

WITH Albert J. Goodman, Trustee  
1950  
Sept. 5 Proceeds of Sale

Interest on deferred payment (\$3,510.) to 11/14/50

Filed 12 December, 1950

ORDER NISI

ORDERED, this 12 day of December, 1950, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22 day of 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 22 day of January next.

John H. Hopkins, 3rd, Clerk.

Filed 12 December, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 1951.

We hereby certify that the annexed Order Nisi-Eq., 9956 Auditor's Account Celtis Cox was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of January, 1951. The first insertion being made the 21st day of December, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 3695

By R. L. Brown.

Filed 24 January 1951.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 24th day of January, 1951, That the foregoing 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 January 24, 1951

IKE WEINER and	:	
ELEANOR WEINER, his wife,	:	NO. 9903 EQUITY
2405 Nichols Avenue, S.E.,	:	
Washington, 20, D. C.	:	IN THE
vs	:	CIRCUIT COURT
C. LEONARD GAITHER and	:	FOR
ADELAIDE N. GAITHER, his wife,	:	
Shady Side, Maryland	:	ANNE ARUNDEL COUNTY
and	:	
FRANCIS DARNALL,	:	
Shady Side, Maryland.	:	
	.....	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That they are the owners of a 2.64 acres tract of land situate in the Seventh Election District of Anne Arundel County, Maryland, together with Lots Nos. 100, 101 and 102, all as shown on a revised and enlarged plat of Idlewilde on the Bay, and recorded among the Plat Records of Anne Arundel

County in Cabinet 1, Rod X, Plat 6, with improvements thereon, and being the same property acquired by your orators from the Weiner Enterprises, Incorporated, by deed dated June 26, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 424, folio 584. The original of said deed is attached hereto, filed herewith, and marked "Complainants' Exhibit No. 1."

SECOND: That on the 8th day of March, 1949, your orators executed a contract of sale with the said C. Leonard Gaither and Adelaide N. Gaither, his wife, for the purchase of said property, at and for the sum of \$24,000.00, of which \$2,000.00 was paid upon the signing of said contract; and the balance was to be paid as follows: \$3,000.00 on or before June 30, 1949, with interest at 5%, to begin on May 1, 1949, on the balance of \$22,000.00; \$19,000.00 on or before January 1, 1950, either in cash or secured by mortgage to your orators, payable in annual installments of \$2,500.00 each, with interest at 5% semi-annually; taxes, insurance and all other assessments adjusted to May 1, 1949, payable by the purchasers on or before January 1, 1950, and thereafter assumed by them. That the original of said contract of sale attached hereto, filed herewith, and marked "Complainants' Exhibit No. 2."

THIRD: That in pursuance of said agreement, your orators delivered up possession of the aforesaid property to the said C. Leonard Gaither and Adelaide N. Gaither, his wife, and they did, accordingly, accept and enter upon and do still hold and occupy the same.

FOURTH; That since the execution of said agreement on March 8, 1949, at which time a deposit of \$2,000.00 was made as therein set forth, the following payments were received: \$2,000.00 on June 3, 1949; and \$775.00 on August 1, 1949, making a total payment of \$4,775.00 on the purchase price.

FIFTH: That on March 1, 1950, there was due and owing by the respondents, C. Leonard Gaither and Adelaide N. Gaither, his wife, on said contract the sum of \$21,224.06, computed as follows:

May 1, 1949, balance	22,000.00
Interest May 1, 1949 to July 1, 1949	<u>183.36</u>
	22,183.36
June 30, 1949, payment on account	<u>2,000.00</u>
	20,183.36
Interest June 30, 1949, to August 1, 1949	<u>91.00</u>
	20,274.36
August 1, 1949, payment on account	<u>775.00</u>
	19,499.36
Interest August 1, 1949, to March 1, 1950	568.75
Insurance to March 1, 1950	585.00
Taxes to March 1, 1950	<u>570.95</u>
	21,224.06

SIXTH: That your orators have frequently demanded the aforesaid sum of \$21,224.06 from the said C. Leonard Gaither and Adelaide N. Gaither, his wife; but they have refused and still refuse to pay the same or any part thereof, although the time limited for the payment thereof has long since passed; and your orators are now able and willing to give to the said C. Leonard Gaither and Adelaide N. Gaither, his wife, a proper conveyance of a good and unencumbered estate in fee to said premises.

SEVENTH: That the said Francis Darnall is united herein as a respondent because he is the holder of a judgment in the amount of \$3,283.31, with interest from November 2, 1949, against the said C. Leonard Gaither and Adelaide N. Gaither, his wife, which said judgment is a lien against the equitable interest of the said C. Leonard Gaither and Adelaide N. Gaither in said property.

TO THE END, THEREFORE:

A. THAT said agreement may be specifically enforced, and that the said C. Leonard Gaither and Adelaide N. Gaither, his wife, may be decreed to pay unto your orators the purchase money agreed to be paid, with all arrears of interest and other charges accrued therein, and to accept from your orators a conveyance of the aforesaid property.

B. THAT the property may be decreed to be sold under the jurisdiction of this Court and the proceeds applied to the payment to your orators of the sums of money due them under the contract of sale filed herein and to the other debts of the C. Leonard Gaither and Adelaide N. Gaither, his wife, in the order of their priority

C. AND for such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto your orators the writ of subpoena directed to the said C. Leonard Gaither and Adelaide N. Gaither, his wife, who reside at Danes on the Bay, Idlewilde, Shady side, Maryland; and Francis Darnall, who resides at Shady Side, Anne Arundel County, Maryland; commanding them to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,  
12 Church Circle, Annapolis, Maryland.  
Solicitor for Complainants.

Filed March 10, 1950

NO CONSIDERATION.

COMPLAINANTS' EXHIBIT NO. 1.

THIS DEED, Made this 26th day of June in the year one thousand nine hundred and forty seven, by and between THE WEINER ENTERPRISES, INCORPORATED, a Maryland corporation, party of the first part; and IKE WEINER, PARTY OF THE SECOND PART,

WITNESSETH, that for and in consideration of the sum of Ten and 00/100 Dollars, receipt whereof is hereby acknowledged, the said party of the first part does grant unto the said party of the second part, in fee simple, the following described land and premises, situate in the County of Anne Arundel, State of Maryland, and known and distinguished as Beginning for the same at the easterly intersection of two thirty-foot streets, said intersections being the west corner of Lot No. 108 as shown on a Revised and Enlarged Plat of Idlewilde-On-The-Bay, and recorded among the plat records of Anne Arundel County, Maryland, in Cabinet No. 1, Rod X, Plat No. 6, thence running with the southeast side of the above mentioned thirty-foot street, North 29° 00' East, 390.43 feet to a new bulkhead on the tidewaters of Chesapeake Bay, thence with said bulkhead, the four following courses and distances, South 61° 16' East 3.84 feet; South 84° 28' 50" East, 70.88 feet; South 33° 31' East, 60.67 feet; and South 11° 55' East, 382.40 feet to a point on the northerly side of a 30 foot street; thence leaving said bulkhead and running with the said side of said street, South 59° 03' West, 10.25 feet to a stake there set and thence along the westerly side of said last mentioned street, South 20° 04' West, 112.91 feet to a stake set at the north intersection of said last mentioned thirty-foot street with the hereinbefore mentioned thirty-foot street, said stake being at the south corner of Lot No. 130 as shown on said plat; thence running with the north side of said last mentioned street, North 58° 13' 30" West, 385.99 feet to the point of beginning. Containing 2.64 acres more or less.

Note: The bearings in the above description are referred to the magnetic meridian of 1930.

Being also a part of the property which by deed dated February 28, 1929, and recorded among the Land Records of Anne Arundel County in Liber FSR 51, folio 384, was granted and conveyed by George O. Blome (single) to Charles W. Winters and Elinor V. Winters, his wife, the said Elinor V. Winter having since departed this life on or about June, 1941. See also deeds JHH 314-375 and JHH 334-70.

This property is conveyed free and clear of all restrictions of Record, except as follows:

"That at no time shall the above described lot or any part thereof be sold, leased or transferred to or occupied by any Negro or person of Negro descent." together with all and singular the ways, easements, rights, privileges and appurtenances to the same belonging or in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the said party of the first part, of, in, to, or out of the said land and premises.

AND the said party of the first part covenants that it will warrant specially the property hereby conveyed, and that it will execute such further assurances of said land as may be requisite or necessary.

IN TESTIMONY WHEREOF, the said THE WEINER ENTERPRISES, INCORPORATED hath on the \_\_\_ day of June A.D. 1947, caused these presents to be signed by Ike Weiner its President attested by Joseph D. Weiner its Secretary and the corporate seal to be hereunto affixed, and doth hereby appoint Ike Weiner its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

(Corporate Seal)

THE WEINER ENTERPRISES, INCORPORATED

Attest: Joseph D. Weiner, Secretary

By Ike Weiner, President.

Signed, sealed and delivered in the presence of-

Charlotte Moeller

DISTRICT OF COLUMBIA, TO WIT:

I, Charlotte Moeller, a Notary Public in and for the District of Columbia do hereby certify that IKE WEINER who is personally well known to me as the person named as attorney in fact in the foregoing Deed, bearing date on the 26th day of June, A.D., 1947, and hereto annexed, personally appeared before me in said District and as attorney in fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of THE WEINER ENTERPRISES, INCORPORATED, the grantor therein.

GIVEN under my hand and seal this 26th day of June, A.D., 1947.

Charlotte Moeller, Notary Public.

(Notarial Seal)

Recorded 15th Aug. 1947 at 10:45-A.M., in Liber J.H.H. No. 424, folio 584,

Filed 10 March, 1950.

COMPLAINANTS' EXHIBIT NO. 2.

AGREEMENT.

THIS AGREEMENT, made this 8th day of March, 1949, by and between IKE WEINER and ELEANOR L. WEINER, HIS WIFE, OF Washington, D.C., of the first part, hereinafter called the Vendors, and C. LEONARD GAITHER and ADELAIDE N. GAITHER, his wife, of Route 3, Bachelor's Forest Road, Rockville, Maryland, of the second part, hereinafter called the Vendees.

WITNESSETH: That in and for the consideration of the premises and the hereinafter mentioned deposit, the said Vendors do hereby bargain and sell unto the Vendees, and the Vendees do hereby purchase from the Vendors, subject to any covenants and restrictions of record, the following described property situate and lying in the Seventh Election District of Anne Arundel County, Maryland, and shown on a revised and enlarged plat of Idlewilde-on-the-Bay, and recorded among the Plat Records of Anne Arundel County, Maryland, in Cabinet No. 1, Rox X, Plat No. 6, containing 2.64 acres more or less, and lots 100, 101, 102 C.L.G. The above property is improved by a modern hotel and a 6-room cottage, being all and the same property which the said Ike Weiner obtained from The Weiner Enterprises, Incorporated, by deed dated June 26, 1947, and recorded in Liber JHH No. 424, Folio No. 584, one of the Land Records of Anne Arundel County, Maryland. The purchase price includes all furniture, furnishings, equipment, bed linens, blankets and appliances now in the above described premises at and for the purchase price of \$24,000.00 of which \$2,000.00 having been paid prior to the signing of this contract and the balance of the purchase price to be paid as follows:

\$3,000.00 to be paid on or before June 30, 1949, with the understanding that interest is to commence on May 1, 1949 on the unpaid purchase price of \$22,000.00 at 5 per centum per annum.

The balance of \$19,000.00 is to be paid on or before January 1, 1950, but in the event the vendees cannot pay the \$19,000.00, the vendees will execute a mortgage to the vendors on January 1, 1950, for said amount of \$19,000.00 bearing interest at 5 per centum per annum, and payable in annual installments of \$2500.00, each, interest to be paid semi-annually, the first installment to be payable on July 1, 1950, with interest and the remaining installments to be paid annually thereafter with the

privilege reserved to pre-pay the entire balance at any time or to pay the annual installments semi-annually.

ON January 1, 1950, upon payment of the entire purchase price or upon execution of the aforesaid mortgage, a deed for the property will be executed by the Vendors at the vendee's expense, which shall convey the property by good and mercantable title to the Vendee, subject to restrictions and covenants of record.

Taxes, insurance and all other assessments of any nature and licenses shall be adjusted as of May 1, 1949. It is understood that the vendees will pay the adjusted taxes, insurance and other assessments and licenses on or before January 1, 1950.

The vendees will pay the cost incident to the transfer of title hereto and any expenses in connection with the searching and guarantee of title.

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

The Vendors hereby agree to pay to Louis L. Goldstein, the broker's commission for negotiating the sale and the deposit hereinbefore referred to shall be placed in the broker's Agent-Trustee Account in the County Trust Company of Prince Frederick, Maryland and retained by the broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESS:

Louis L. Goldstein.

Ike Weiner (SEAL)

Eleanor Weiner (SEAL)

C. Leonard Gaither (SEAL)

Adelaide N. Gaither (SEAL)

Filed March 10th, 1950

A N S W E R

The Answer of Francis Darnall, by Noah A. Hillman and C. Osborne Duvall, his Solicitors, respectfully represents unto Your Honors:

FIRST: That he neither admits nor denies the allegations contained in the First paragraph of the Bill of Complaint in this Court exhibited against him, but since the same is a matter of record he believes it to be true.

SECOND: Answering the Second paragraph of the Bill of Complaint this Respondent says that a contract was executed between the Plaintiffs and C. Leonard Gaither and Adelaide N. Gaither, his wife as alleged therein but this Respondent has no personal knowledge of the other allegations contained in said paragraph regarding payments, charges, etc., and neither admits nor denies the same.

THIRD: This Respondent neither admits nor denies the allegations contained in the Third paragraph of the Bill of Complaint, having no personal knowledge of the same, but believes the same to be true.

FOURTH: This Respondent neither admits nor denies the allegations contained in the Fourth paragraph of the Bill of Complaint.

FIFTH: This Respondent neither admits nor denies the allegations contained in the Fifth paragraph of the Bill of Complaint having no personal knowledge of the same.

SIXTH: This Respondent neither admits nor denies the allegations contained in the Sixth paragraph of the Bill of Complaint but believes the same to be true.

SEVENTH: This Respondent admits the allegations contained in the Seventh paragraph of the Bill of Complaint.

WHEREFORE having fully answered said Bill of Complaint this Respondent prays the same be dismissed with his costs.

AND as in duty bound, etc.

Service of copy admitted, this 15th day of March, 1950.

Albert J. Goodman, Attorney for Plaintiff.

Filed March 15, 1950

NOAH A. HILLMAN  
C. OSBORNE DUVALL,  
Solicitors for Defendant, Francis Darnall.

J.H.H. No. 69 Equity

A N S W E R .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Respondents, C. Leonard Gaither and Adelaide N. Gaither, by George Sachse, their Solicitor, in answer to the above entitled Bill of Complaint, say:

1. That they neither admit nor deny the allegations in the FIRST count of Complainants Bill.
2. That they admit the allegations in the SECOND Count of the Complainants Bill.
3. That they admit the allegations in the THIRD County of Complainants Bill.
4. That they admit the allegations in the FOURTH Count of Complainants Bill.
5. That they admit the balance due on the principal of said purchase of described property as being \$19,225.00, and that there is 5% interest due on any of the unpaid sum of money due from time to time, but they have no information regarding the amount of insurance and taxes due on said property, and therefore neither admit nor deny the sum stated in said bill as being due for said interest and taxes.
6. That in answer to the SIXTH Count of Complainants Bill, Your Respondents aver that due to certain financial difficulties they have been unable to comply with the payment terms of said contract for the purchase of the property therein described.
7. That in answer to the SEVENTH Count of Complainants Bill, Your Respondents neither admit nor deny the allegations therein and aver that the record will speak for itself.

AND having answered said Bill of Complaint, Your Respondents pray to be dismissed with their proper costs.

George Sachse- Glen Burnie, Md.,  
Solicitor for Defendants.

I hereby certify that on this 16th day of March, 1950 copy of the above Answer was personally presented to Albert J. Goodman, Annapolis, Maryland, attorney for Complainants, and to Noah A. Hillman, Annapolis, Maryland, attorney for other Defendant, Francis Darnall.

George Sachse,

Filed 16 March, 1950.

SUBMISSION FOR DECREE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled cause is hereby submitted for Decree.

Albert J. Goodman,  
Solicitor for Ike Weiner and Eleanor Weiner,  
his wife.

George Sachse,  
Solicitor for C. Leonard Gaither and Adelaide N. Gaither,  
his wife.  
Noah A. Hillman  
C. Osborne Duvall,  
Solicitors for Francis Darnell.

Filed 16 March, 1950.

- D E C R E E -

This case standing ready for hearing and being submitted, it is thereupon this 16th day of March, 1950, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the real estate and personal property in these proceedings mentioned shall be sold and that Albert J. Goodman and Noah A. Hillman be, and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceeding shall be as follows: They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a corporate surety, to be approved by this Court or the Clerk thereof, in the penalty of Twenty-five 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 newspaper or newspapers published in such newspaper or newspapers published in Anne Arundel County as they shall think proper, of

the time, place, manner and terms of sale, which terms shall be a deposit of one-fourth of the amount of the purchase money to be paid in cash on the day of sale and the balance on the final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the trustees, and, as soon as may be convenient after such sale or sales, the said trustees shall to this Court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs 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 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.

James Clark, Judge.

We hereby assent to the passage of the foregoing Decree.

Albert J. Goodman,  
Solicitor for Ike Weiner and Eleanor Weiner, his wife,

George Sachse,  
Solicitor for C. Leonard Gaither and Adelaide N. Gaither, his wife.

Noah A. Hillman  
C. Osborne Duvall,  
Solicitors for Francis Darnall.

Filed 16 March, 1950,

COMPLAINANTS' EXHIBIT No. 3

D E E D.

NO STAMPS REQUIRED.

THIS DEED, Made this 15th day of September in the year one thousand nine hundred and forty-seven, by The Weiner Enterprises, Incorporated, a Maryland corporation, party of the first part, and Ike Weiner, party of the second part.

WITNESSETH: that in consideration of the sum of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Weiner Enterprises Incorporated, a Maryland corporation does grant and convey unto Ike Weiner, his heirs and assigns, in fee simple, all that lot, tract or parcel of land, situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows, that is to say:

Being all that lot of ground situate as aforesaid in the Seventh Election District of Anne Arundel County, State of Maryland, and designated as Lots 100, 101 and 102 on the revised plat of Idlewilde on the Bay which plat is recorded in Plat Book F.S.R. No. 3, folio 6.

Being the same lots of ground described in a deed from Edward Pierson to George E. Winters, dated April 26, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 199, folio 311.

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 PROPERTY 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 Ike Weiner, his heirs and assigns, in fee simple.

And the said The Weiner Enterprises, Incorporated, a Maryland Corporation does hereby covenant

that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said property as may be requisite.

In Testimony Whereof the said The Weiner Enterprises, Incorporated hath on the 15th day of September, 1947, caused these presents to be signed by Ike Weiner, its President, attested by Joseph D. Weiner its Secretary and its corporate seal to be hereunto affixed; and doth hereby appoint Ike Weiner its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.

Test: The Weiner Enterprises, Incorporated  
Joseph D. Weiner, Secretary By Ike Weiner, President (SEAL)  
William A. Morgan. (CORPORATE SEAL)

STATE OF MARYLAND, ST. MARY'S COUNTY, TO WIT:

I Hereby Certify, that on this 15th day of September in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for St. Mary's County aforesaid, personally appeared Ike Weiner, as attorney in fact and President of The Weiner Enterprises, Incorporated of the State of Maryland, and he acknowledged the foregoing Deed to be their official act.

(Notarial Seal)

William A. Morgan, Notary Public

Com. Expires May 2, 1949.

Recorded March 5th, 1948 at 2-35 P.M. J.H.H. No. 458. folio 390.

State of Maryland, Anne Arundel County, Sct;

I Hereby certify that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 458 folio 390, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 21st day of March, A. D., 1950.

(Corporate Seal) John H. Hopkins, 3rd, CLERK.  
Filed 23 March, 1950.

TRUSTEES' BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Albert J. Goodman and Noah A. Hillman, Annapolis, Maryland, 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 Twenty-five Thousand and No/100 (\$25,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, 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 twenty-second day of March, in the year nineteen hundred and fifty.

WHEREAS, the above bounden Albert J. Goodman and Noah A. Hillman by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell real estate mentioned in the proceedings in the case of Ike Weiner, et al vs. C. Leonard Gaither, et al now pending in said Court.

NOW the Condition of this Obligation is such, that if the above bounden Albert J. Goodman and Noah A. Hillman do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and delivered Albert J. Goodman (SEAL)  
in the presence of Noah A. Hillman (SEAL)  
Grace R. Hartge  
M. J. Moore

GLENS FALLS INDEMNITY COMPANY  
BY L. E. KING, (Corporate Seal) (Seal)  
Attorney.

Filed 23 March, 1950.

TRUSTEE'S SALE OF VALUABLE FEE SIMPLE PROPERTY

GEORGE W. SCIBLE

EXHIBIT NO. 1.

AUCTIONEER.

SITUATE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under the and by virtue of a decree of the Circuit Court for Anne Arundel County, in Equity, dated March 16, 1950, passed in a cause in said Court pending, in which Ike Weiner, et al are Plaintiffs and C. Leonard Gaither, et al are Defendants, known as No. 9903 Equity, the undersigned Trustees will offer at Public Sale at the Court House door in the City of Annapolis on TUESDAY, APRIL 18, 1950 at 11 o'clock, A.M.

ALL those parcels of ground and improvements situate in the Seventh Election District, Anne Arundel County, Maryland, near Shadyside, being a 2.64 acre tract and Lots Nos. 100, 101 and 102, as shown on a plat of Idlewilde on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat 6, being the same property acquired by Ike Weiner by deed dated June 26, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 424, folio 584 and by deed dated September 15, 1947, and recorded among said Land Records in Liber J.H.H. 458, folio 390, and being more particularly described therein.

Improved by a 20 room two story frame hotel, on Chesapeake Bay and West River, electricity, running water, artesian well 4 baths, complete kitchen, dining room and bar, 10 ton ice house, large bath house to accommodate 100 persons, a 7 room cottage with water, bath and electricity. Large beach adapted to public bathing, in use for many years. Hotel is partially furnished and cottage is partially furnished. Idlewilde Hotel (Danes on the Bay). nk

TERMS OF SALE: A deposit of one-fourth of the purchase money will be required of the purchaser on the day of sale; balance to be paid on ratification of sale, with interest from day of sale, or all cash at option of the purchasers, deferred payment to be secured to the satisfaction of the Trustees.

All expenses and taxes to be adjusted to day of sale.

ALBERT J. GOODMAN  
NOAH A. HILLMAN Trustees.

For further Particulars Apply to

ALBERT J. GOODMAN, 12 Church Circle, Annapolis, Maryland, Phone Annapolis, 2400.

OR  
NOAH A. HILLMAN, Maryland Hotel Bldg. Annapolis, Maryland, Phone Annapolis 3131.

Filed April 24, 1950

AUCTIONEER AND PURCHASERS' CERTIFICATE

I hereby certify that I sold the property described on the reverse side of this Hand Bill to Ike Weiner and Eleanor Weiner, his wife, at the price of \$23000.00, they being then and there the highest bidder therefor. Witness my hand and seal, this 18th day of April, 1950.

Witness:

Louis L. Goldsten

George W. Scible, (SEAL)

Auctioneer.

We hereby certify that we purchased the property described on the reverse side of this Hand Bill at and for the sum of \$23000.00, that we have paid the sum of \$5750.00, deposit, to the Trustees and that we agree to abide by the terms mentioned in said Hand Bill.

Witness our hands and seals, this 18 day of April, 1950.

Witness;

Louis L. Goldsten

Ike Weiner (SEAL)

Eleanor Weiner (SEAL)

Filed 24 April, 1950

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Albert J. Goodman and Noah A. Hillman, Trustees, appointed by the decree in this cause to make sale of the real estate therein mentioned respectfully shows:

That after giving bond with security for the faithful discharge of their trust, as required by said decree, and giving notice of the terms, 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 also by two insertions each in the Baltimore Sunday Sun and The Washington <sup>Sunday</sup> Star, they did pursuant to said notice attend at the Court House Door in the City of Annapolis, Maryland, on Tuesday, the eighteenth day of April, 1950, at 11 o'clock A.M., the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at public sale, that is to say: All those parcels or lots of ground and improvements situate in the Seventh Election District, Anne Arundel County, Maryland, near Shadyside, being a 2.64 acre tract and Lots Nos. 100, 101 and 102, as shown on a plat of Idlewilde on the Bay, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rox X, Plat 6, being the same property acquired by Ike Weiner by deed dated June 26, 1947, and recorded among the Land Records of Anne Arundel County in Liber ~~J.H.H.~~ No. 424, folio 584 and by deed dated September 15, 1947 and recorded among said Land Records in Liber J.H.H. 458, folio 390, and being more particularly described therein; improved by a 20 room two story frame hotel on Chesapeake Bay and West River, electricity, running water, artesian well, 4 baths, complete kitchen, dining room and bar, 10 ton ice house, large bath house to accommodate 100 persons, a 7 room cottage with water, bath and electricity, large beach adapted to public bathing, in use for many years, hotel is partially furnished and cottage is partially furnished, Idlewilde Hotel (Danes on the Bay), and sold the same to Ike Weimer and Eleanor Weiner at and for the sum of Twenty-three thousand (\$23,000.00) dollars, they being at that price the highest bidder therefor.

That the said purchasers agree to comply with the terms of sale, agreement of purchasers and certificate of auctioneer, marked Exhibit No. 1, with Report of Sale, is filed herewith.

Albert J. Goodman

Noah A. Hillman

T R U S T E E S .

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 24th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert J. Goodman and Noah A. Hillman, Trustees, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

As witness my hand and seal Notarial.

(Notarial Seal)

Naomi K. Garner, Notary Public

Filed April 24, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 6, 1950.

We hereby certify that the annexed Notice of Trustee's Sale -Ike Weiner 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 19th day of April, 1950. The first insertion being made the 22nd day of March, 1950.

THE CAPITAL-GAZETTE GAZETTE PRESS, INC.,

No. MG 5337

By R. L. Brown,

Filed May 29, 1950.

ORDER NISI.

ORDERED, this 24th day of April, 1950, That the sale of the Personal Property and Real Estate made and reported by Albert J. Goodman and Noah A. Hillman, Trustees, BE RATIFIED AND CONFIRMED, UNLESS CAUSE TO THE CONTRARY THEREOF BE SHOWN ON OR BEFORE THE 27th day of May next.

The report states that the amount of sales to be \$23,000.00.

John H. Hopkins, 3rd, Clerk.

Filed May 29, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 29, 1950

We hereby certify, that the annexed Order Nisi, Eq. 0#9903 Ratification of Sale- Ike Weiner- was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of May, 1950. The first insertion being made the 3rd day of May, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

By R. L. Brown.

Filed 29 May, 1950

FINAL ORDER

ORDERED BY THE COURT, This 29th day of May, 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 29 May, 1950

PETITION TO ALLOW CLAIM IN AUDITOR'S ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Ike Weiner and Eleanor Weiner, his wife, complainants herein, respectfully represent unto your Honors:

FIRST: That the proceedings herein were instituted by your petitioners to enforce specified performance of a contract of sale for certain real estate described therein, or, in the alternative, decreed to be sold and the proceeds applied to the payment to your petitioners of the sum of money due them under said contract.

SECOND: That by stipulation and consent, the parties hereto agreed that your petitioners were entitled to receive the sum of \$20,849.21 as of January 1, 1950, with interest at 5% thereafter, plus accrued insurance and taxes.

THIRD: That the total amount due your petitioners at the time of sale held by the trustees appointed under decree of this court on April 18, 1950, was \$21,449.62, computed as follows:

Balance of purchase price		19,225.00
Interest to 1/1/50	668.76	
Interest 1/1/50 to 4/18/50	<u>279.76</u>	948.52
Insurance to January 1, 1950		495.00
Anne Arundel County taxes to 1/1/50		460.45
Insurance 1/1/50 to 4/18/50:		
A Policy #1086, Citizens, on cottage		
\$5,000. exp. 1/4/50. Prem. \$44.00 (4 days)	.49	
B. Policy #1270, Citizens, on cottage		
\$5,000. exp. 1/4/51, prem. \$44.00 (103 days)	12.60	
C. Policy #1085, New Eng., on hotel		
\$3,000. exp. 1/9/51, prem. \$90.00 (100 days)	26.75	
D. Policy #1791, Natl. Union, on hotel		
\$3,000.00, exp. 1/9/51, prem. \$90 (107 days)	26.75	
E. Policy #1287, Citizens, on hotel,		
\$3,000., exp. 1/9/51, prem. \$90.00 (107 days)	26.75	
F. Policy #5015, Home Inc., on hotel,		
\$3,000. exp. 1/9/51, prem. \$90.00 (107 days)	<u>26.75</u>	120.09
Anne Arundel County taxes, 1/1/50 to 4/18/50,		
\$674.77 total (107 days adj.)		<u>200.56</u>
Total due		21,449.62

FOURTH: That your petitioners, having a prior claim on the proceeds of said sale, pray Your Honors to pass an order herein directing the auditor in stating her account in this cause, to allow the claim of your petitioners in the order of its legal priority.

AND AS IN DUTY BOUND, ETC..

Albert J. Goodman,  
12 Church Circle, Annapolis, Maryland,  
Solicitor for Petitioners.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 6th day of June, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared IKE WEINER and ELEANOR WEINER, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

(Notarial Seal)

Grace R. Hartge,  
Notary Public.

We hereby consent to the allowance of the above claim

Noah A. Hillman  
George Sachse,  
Solicitors for Respondents.

Filed 13 June, 1950

ORDER OF COURT:

Upon the foregoing petition, affidavit and consent, it is this 14th day of June, 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 Ike Weiner and Eleanor Weiner, his wife, according to its legal priority and subject to all exceptions.

Benjamin Michaelson.  
Judge.

Filed 14th June, 1950.

EXHIBIT

No. 1911  
LAW

: IN THE CIRCUIT COURT FOR ANNE ARUNDEL CO.  
: # 9903 EQUITY

Hillman Atty  
Francis Darnall

: 1949 November 2nd-Narr, Note and Order to enter  
: Judgment by confession filed. 1950 Nov. 2nd Judgment

vs.  
C.O. Duvall, Atty.  
C. Leonard Gaither, also known as  
C. L. Gaither,

: by confession in favor of the Plaintiff for the sum  
: of Thirty-two hundred eighty three dollars and thirty

Adelaide N. Gaither, also known as  
A.N. Gaither.

: one cents (\$3283.31) current money with interest from  
: 2nd day of November 1949, and costs of suit, summons

Issued. Judgment Indexed. Summoned the within named defendants this 10th day of November 1949. 1950 May 17th Order for Attachment filed. Attachment issued, to Law Docket 1950. copy \$1.00 paid by N.A. Hillman 6-16-50. Plaintiffs Costs \$11.25. 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 affixed the seal of the Circuit Court for Anne Arundel County, this 16th day of June, 1950.

(Court Seal)

John H. Hopkins, 3rd,

Clerk of the Circuit Court for Anne Arundel County.

Filed June 17", 1950.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause and from them she has stated the within account. June 20, 1950.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Ike Weiner and Eleanor Weiner, his wife, vs C. Leonard Gaither and Adelaide N. Gaither, his wife and Francis Darnall.

To Trustees for Commissions, viz:	<u>724.14</u>	724.14
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Defendants' Solicitors' Appearance fee	10.00	
Clerk of Court - Court costs	20.50	
Chas. M. Russell- Sheriff's costs	4.35	
Auditor - stating this account	<u>22.50</u>	67.35
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale	33.00	
Capital-Gazette Press- handbills & Tax	9.69	
Capital-Gazette Press-order nisi (sale)	5.00	
Capital Gazette Press-order nisi (acct)	5.00	
The A.S. Abell Co.-advertising sale	40.80	
Evening Star Newspaper Co. -" "	26.40	
Glens Falls Indemnity Co.,-bond premium	100.00	
George W. Scible- auctioneer's fee	70.00	
Frank L. Bruder-seven weeks service as watchman	245.00	
Clerk of Court- certified copy of deed	1.75	
One-half Federal revenue stamps	12.65	
One-half State revenue stamps	12.65	
Naomi K. Garner - notary fee	1.00	
Grace R. Hartge- notary fee	<u>1.00</u>	563.94
To Trustees for Taxes, viz:		
1950 State and County taxes (\$674.77)- adjusted to 4/18/50	<u>199.65</u>	199.65
To Ike Weiner and Eleanor Weiner, his wife-in full for amount of claim filed as per Order of Court of 6/14/50	<u>21,449.62</u>	21,449.62
To Francis Darnall, judgment creditor- this balance on account judgment #1911 Law, viz:	<u>133.30</u>	133.30
Debt -	\$3,283.31	
Interest 11/2/49 to 4/18/50	<u>16.75</u>	
Total	\$3,391.45	
Cr. Amount allowed	<u>133.30</u>	
	3,258.15	
		<u>23,138.00</u>
WITH Albert J. Goodman and Noah A. Hillman, Trustees		Cr.
1950		
Apr. 18 Proceeds of Sale	23,000.00	
Interest on deferred payment (\$17,250.00) to 6/5/50	<u>138.00</u>	<u>23,138.00</u>
		<u>23,138.00</u>

Filed 20 June, 1950

ORDER NISI

ORDERED, This 20<sup>th</sup> day of June, 1950, That the Report and Account of the Auditor, filed this day in the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CON-

FIRMED, unless cause to the contrary 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.

John H. Hopkins, 3rd, \_\_\_\_\_  
Filed June 20, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 22, 1951

We hereby certify, that the annexed ORDER NISI - Eq. 9903 Auditor's Account-Ike Weiner- 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 28th day of June, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,  
By Lillie L. French.

Filed 27, Jan. 1951.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 29th day of January, 1951, that the foregoing 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 29 Jan. 1951.

WALTER S. CALWELL, Assignee, Plaintiff,	:	No. 10,053 EQUITY
VS.	:	IN THE CIRCUIT COURT
JOHN F. PARRISH, Defendant.	:	FOR
	:	ANNE ARUNDEL COUNTY

.....

ORDER TO DOCKET SUIT .

Mr. Clerk:

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

1. Original Mortgage from the said John F. Parrish to Washington Irving Trust Company, dated July 23rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421 folio 308, with Short Assignments at the foot thereof the last one dated August 15th 1950, to the Plaintiff.

Walter S. Calwell, Assignee.  
T. Worthington Brundige, III,  
Solicitor for Plaintiff

Filed 7 Oct. 1950

PLAINTIFF'S EXHIBIT "A" MORTGAGE.

THIS MORTGAGE. Made this 23rd day of July, A.D., 1947, by and between JOHN F. PARRISH, 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 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 Washington Irving Trust Company in Tarrytown, Westchester County, New York or at such other place as the holder hereof may designate in

in writing, in monthly installments of THIRTY ONE AND 15/100 Dollars (\$31.15), 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(s) of ground situate, lying and being in Anne Arundel County in the State of Maryland aforesaid, and described as follows, that is to say:

BEING known and designated as lot No. 53, 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. 3, Rod E-4, Plat No. 10. The improvements whereon are known as No. 5128 (formerly 328) 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 conveyed by Wood Homes, Inc., to the above named Mortgagors.

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

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-Eight (\$78.00) Dollars payable half-yearly on the first 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 event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due

date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

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

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

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

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

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

- (I) premium charges under the contract of insurance with the Federal Housing Commissioner;
- (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the mortgage debt secured hereby; and
- (IV) amortization of the principal of said debt.

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

2. If the total of the payments made by the Mortgagor under (b) of paragraph ; 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 Mor-

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 heretofore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four per centum (4%) per annum and shall be secured by this mortgage.

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within five months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to

the five months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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

John F. Parrish

(SEAL)

Meredith R. Wilson

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 23rd day of July, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JOHN F. PARRISH the above named Mortgagors, and he acknowledged the foregoing Mortgage to be his act.

At the same time also personally appeared JOSEPH J. CALLAHAN, the Agent of the within body

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

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

(Notarial Seal)

Meredith R. Wilson,  
Notary Public.

Recorded July 30th, 1947 at 10:00 A.M. J.H.H. #42 folio 308.

SHORT ASSIGNMENTS

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, Tarrytown, New York, this 30th day of July, 1947.

AS WITNESS, the signature of the said body corporate by the hand of Edward P. Hanyen, its Vice President, and its corporate seal hereto affixed.

WASHINGTON IRVING TRUST COMPANY

ATTEST: Asst: Mary T. Lynch / Secretary. (CORPORATE SEAL)

Edward P. Hanyen, Vice President.

This rider is attached to and is a part of a certain mortgage made by John F. Parrish to The County Trust Company dated July 23rd, 1947, and recorded July 30th, 1947 in Liber 421, Page 308.

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

ATTEST. Mary T. Lynch, Assistant Secretary (Corporate Seal)

THE COUNTY TRUST COMPANY  
By Edward P. Hanyen, Vice President.

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 15th day of August, 1950.

Assignment Recorded 27 Sept. 1950 at 9 A.M., J.H.H. No. 421, folio 311.

Filed 7 October, 1950.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from John F. Parrish to Washington Irving Trust Company dated the 23rd day of July, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 421, Folio 308

Amount of Loan	\$5900.00
Less - amount paid in principal	<u>336.40</u>
	5563.60
Plus unpaid interest from 12/1/1949 to 11/14/1950	<u>212.03</u>
	5775.63
Plus - overdraft in expense account	<u>52.90</u>
	\$5828.53

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 13th day of November in the year nineteen hundred and fifty, before me, the subscriber a Notary Public of the State of Maryland, in and for the said City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal:

Clara M. Link - Notary Public.

(Notary Seal)

Filed 14 Nov. 1950

ASSIGNEE'S BOND

KNOW ALL MEN BY THESE PRESENTS: That WE, Walter S. Calwell of 7 St. Paul Street, Baltimore, Maryland

as Principal, and New Amsterdam Casualty Company a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SIX THOUSAND AND 00/100 (\$6,000.) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 14th day of November, in the year of our Lord one thousand nine hundred and fifty.

WHEREAS, the above bounden Walter S. Calwell, by virtue of a decree of the Honorable Judge of the Circuit Court of Baltimore City, has been appointed Assignee to sell -- mentioned in the proceedings in the case of John F. Parrish vs Washington Irving Trust Company now pending in said Court:

Now the Condition of the above Obligation is such, THAT IF THE ABOVE BOUNDEN Walter S. Calwell, Assignee does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Walter S. Calwell, (SEAL)

Clara M. Link, as to all

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

(Corporate Seal)

By J. F. Eierman

Vice President (SEAL)

Attest: Earl Devault, Assistant Secretary.

Approved 14 Nov. 1950,

John H. Hopkins, 3rd, Clerk.

Filed 14 November, 1950

MILITARY AFFIDAVIT

Docket 14, folio 135, No. 10053.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of November 1950 before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland, aforesaid, personally appeared Walter S. Calwell and made oath in due form of law that the Defendant John F. Parrish against who, foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell - Affiant.

(Notarial Seal)

Clara M. Link - Notary Public.

Filed 16 November, 1950

ADVERTISEMENT OF SALE

CALLAGAN AND CALWELL, SOLICITORS  
7 St. Paul Street, Baltimore 2, Maryland

ASSIGNEE'S SALE OF VALUABLE LEASEHOLD PROPERTY No. 5128 BROOKWOOD ROAD, BROOKWOOD,  
FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power and authority CONTAINED IN A Mortgage from John F. Parrish to Washington Irving Trust Company, dated July 23rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 308 folio 421 (default having occurred thereunder) the undersigned, Assignee, will sell at Public Auction at the Court House Door in Annapolis, on TUESDAY, NOVEMBER 14th, 1950 at 3:15 P.M. all that leasehold lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 53 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 E04, Plat No. 10, the improvements whereon are known as No. 5128 (formerly 328) Brookwood Road.

Subject to the payment of the annual ground rent of \$78.00. The improvements whereon consist of a 2 story brick row, 2 family dwelling containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of \$500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges if any, and all other assessments and public charges to be adjusted to date of sale.

Sam W. Pattison & Co. Auctioneer.

Walter S. Calwell, Assignee.

n-5

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated July 23rd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 308, folio 421 from said John F. Parrish to Washington Irving Trust Company and duly assigned to Walter S. Calwell, Assignee, 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 14th day of November, 1950, at 3.15 P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County Being known and designed as Lot No. 53 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. 5128 (formerly 328) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, copy of which is attached hereto, said property being subject to the payment of the annual ground rent of Seventy-eight (\$78.00) Dollars.

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale,

THE said property was sold to the County Trust Company, subject to the payment of the annual ground rent of Seventy-eight (\$78.00) Dollars, at and for the sum of 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 15th day of October, 1950 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link, - Notary Public.

(Notarial Seal)

Filed 16 November, 1950

ORDER NISI

Ordered, this 16 day of November, 1950, That the sale of the Real Estate in these proceedings mentioned, made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause thereof be

RATIFIED AND CONFIRMED, UNLESS CAUSE TO THE CONTRARY THEREOF BE SHOWN ON OR BEFORE THE 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

The report states that the amount of sales be \$5500.00.

John H. Hopkins, 3rd, Clerk.  
 Filed 16 Nov. 1950,

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 29, 1950

We hereby certify, that the annexed Order Nisi- Sale- Eq. #10,053-JOHN F. PARRISH-was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of December, 1950. The first insertion being made the 22nd day of November, 1950.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 3654.

Filed 29 Dec. 1950.

By R. L. Brown.

FINAL ORDER

ORDERED BY THE COURT, This 30th day of December, 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 30 Dec. 1950

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. January 26, 1951.

All of which is respectfully submitted :

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell, Assignee, vs. John F. Parrish

in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	<u>195.00</u>	245.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	39.05	
Capital-Gazette Press- order nisi (sale)	8.00	
Capital-Gazette Press- order nisi (acct)	6.00	
New Amsterdam Casualty Co.-bond premium	24.00	
Sam W. Pattison & Co.- auctioneer's fee	20.00	
One-half Federal revenue stamps	2.75	
One-half State revenue stamps	2.75	
Clara M. Link- notary fees	1.20	
Clerk of Court - recording assignment	<u>.75</u>	104.50
To the County Trust Company, assignee of mortgage filed in these proceedings-this balance on account mortgage claim	<u>5,125.39</u>	<u>5,125.39</u>

cy

Amount of mortgage claim filed	5,828.53	
Cr. Amount allowed as above	<u>5,125.39</u>	
Balance subject to decree in personam	703.14	
with Walter S. Calwell, Assignee		Cr.
1950 Nov. 14 Proceeds of Sale	<u>5,500.00</u>	5,500.00
Refund 1950 State and County taxes- one month sixteen days	11.70	
Refund 1950 water and sewer benefit charges- 1 month 16 days	<u>.94</u>	<u>12.64</u>
		<u>5,512.64</u>

Filed 31 Jan. 1951

ORDER NISI

ORDERED, This 31 day of January, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 day of 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 12 day of March next.

John H. Hopkins, 3rd, Clerk.

Filed 31 January 1951.

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 3, 1951

We hereby certify that the annexed Order Nisi- Eq. #10,053 Auditor's Account- John F. Parrish was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, once a week for 3 successive weeks before the 12th day of March, 1951. The first insertion being made the 8th day of February, 1951.

No. MG. 3633.

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

Filed 13 March, 1951

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 14th day of March, 1951, that the foregoing 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 14 March, 1951.

EXPARTE IN THE MATTER OF <sup>Previous record filed No. J.H.H. 66 folio 72 to 93 incl.</sup>  
: : : : :  
JOSEPH M. BRIAN, III, : IN THE CIRCUIT COURT FOR  
: : : : :  
An Incompetent. : ANNE ARUNDEL COUNTY.  
: : : : :  
PETITION .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

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

1. That your petitioner has on hand belonging to this estate, approximately Twenty-nine Thousand Dollars (\$29,000.00) in cash.

2. Your petitioner believes that the greater part of this money should be invested so that the estate may receive income therefrom.

WHEREFORE your petitioner prays this Honorable Court to pass its order authorizing him to purchase Twenty-five Thousand Dollars (\$25,000.00) face value of bonds of the United States Government for the account of said estate. And as in duty bound, etc.

ROBERT N. BAER,  
Committee for Joseph M. Brian, III.

STATE OF MARYLAND, City of Baltimore, ss:

I HEREBY CERTIFY that on this 27th 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 ROBERT N. BAER, Committee for Joseph M. Brian, III, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true as therein stated.

WITNESS my hand and notarial seal.

(Notarial Seal)

Irma M. Bienemann, Notary Public.

Filed February 28, 1950

ORDER

Upon the foregoing petition and affidavit, it is this 1st day of March, 1950, ORDERED by the Circuit Court of Anne Arundel County, in Equity, that Robert N. Baer, Committee of the estate of Joseph M. Brian, III, be and he is hereby authorized to purchase with the funds of said estate, \$25,000.00 face value of bonds of the United States Government.

Benjamin Michaelson, Judge.

Filed 1, March, 1950

PETITION

To the Honorable, the Judges of said Court:

The Petition of Frank L. Warfield, Attorney for Robert N. Baer, Committee of Joseph M. Brian, III, an incompetent, respectfully states:

1st. That on October 22, 1942 the above mentioned Committee filed a Petition for the sale of 12 acres of land, more or less, to William C. Hoffman for the sum of \$4,000.00.

2nd. That by an Order of this Court dated October 22, 1942 the above mentioned Committee was authorized to make said sale to said William C. Hoffman of 12 acres of land, more or less, for \$4,000.00 and was also authorized to execute and deliver, with Margaret B. Baer, a proper deed for said 12 acres of land, more or less.

3rd. The said Committee failed to have an Order Nisi issued and published covering the above 12 acres of land, more or less.

Respectfully submitted.

Frank L. Warfield, Attorney for Robert  
N. Baer, Committee of Joseph M. Brian, III, an Incom-  
petent/

ORDER

ORDERED by the Circuit Court for Anne Arundel County, this 2nd day of January in the year 1951, that Frank L. Warfield, Attorney for Robert N. Baer, Committee of Joseph M. Brian, III, an Incompetent, be authorized and directed to issue and publish an Order Nisi covering the above mentioned 12 acres of land, more or less sold and conveyed to William C. Hoffman.

Benjamin Michaelson, Judge.

Filed 2 January, 1951

ORDER NISI

ORDERED, this 4 day of January, 1951, That the private sale of the property mentioned in these proceedings made and reported by Robert N. Baer, Committee of Joseph M. Brian, III, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of February next.

The Report states that the amount of sales to be \$4,000.00, a one half interest belonging to Joseph M. Brian, III.

John H. Hopkins, 3rd, Clerk.

Filed January 4, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 1, 1951.

We hereby certify, that the annexed Order Nisi-Sale Eq. #8331-JOSEPH M. BRIAN, III, was published in SOUTHERN MARYLAND TIMES, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of February 1951. The first insertion being made the 11th day of January, 1951.

No. SMT 6950.

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

Filed 6 February, 1951

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FINAL ORDER

ORDERED BY THE COURT, This 13th day of February, 1951 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

BENJAMIN MICHAELSON, Judge.

Filed 13 February, 1951.

IN THE MATTER OF THE SALE	:	No. 10,067 Equity
	:	
OF THE	:	IN THE
	:	
MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT OF
	:	
VERGIL F. BOURNE AND HELEN G.	:	ANNE ARUNDEL COUNTY
BOURNE, HIS WIFE.	:	
	: : : : : : : :	

Mr. Clerk:

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

George E. Rullman, Assignee.

Filed 18 Oct. 1950

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this twenty-fifth day of November in the year nineteen hundred and thirty-six, between Virgil F. Bourne and Helen G. Bourne, his wife, of Washington, District of Columbia, mortgagors, and the Annapolis and Eastport Building Association, of the City of Annapolis, Maryland, a body corporate under the Laws of said State, Mortgagee

WHEREAS, the said Virgil F. Bourne being the holder of fifty shares of unredeemed stock of said Association and a member thereof, has received from it an advance of TWENTY FIVE <sup>HUNDRED</sup> DOLLARS, which is the full par value of said fifty shares of stock when fully paid up and completed, in the contemplation of the object and purposes of said Association, and in order to secure the full payment of said fifty shares of stock to said Association in accordance with its present constitution, said mortgagors have agreed to execute this mortgage-the execution hereof being a condition precedent of said advance being made by said Association.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of one dollar, the said Virgil F. Bourne and Helen G. Bourne, his wife, do hereby grant and convey unto the said Annapolis and Eastport Building Association, its successors and assigns,

ALL that lot of ground situate at South River Park, in the First Election District of Anne Arundel County, Maryland, designated as lot No. 8 of Block "A" on the plat of South River Park, recorded in Plat Book G.W. No. 1 Section 3 folio 217, of Anne Arundel County, said lot being described as follows:

Beginning for the same at an iron pipe planted on the northwest side of a forty foot road, now in use known as River Side Road, and at the easternmost corner of Lot No. 8, as shown on a plat of the subdivision known as South River Park and duly recorded as aforesaid; and running from thence with the northwest side of said River Side Road in a southwesterly direction 151.08 feet to the divisional line of Lot No. 9; thence with the same, as referred to the True Meridian, North 39° 19' west 303.72 feet

to the shore line of a Creek, which is a tributary of South River and now known as Shelter Bay; thence with said shore line northeasterly 131 feet; thence southeasterly 105 feet to intersect a line drawn north 39° 44' west 135 feet from the beginning; thence with said line reversely south 39° 44' east 135 feet to the beginning. Being the identical property which was conveyed to the said Virgil F. Bourne by Harold Keats and Helen B. Keats, his wife, by deed dated October 2, 1930, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 82 folio 48.

And for the consideration hereinbefore expressed and the further consideration of \$5.00, the said MORTGAGORS do hereby bargain and sell, transfer and assign unto the said MORTGAGEE, its successors and assigns, the following described chattels and personalty located in, upon and about the premises hereinbefore described; namely:

Living Room: 1 settee, 4 chairs, 1 table and lamp, 1 floor lamp, 1 side chair table, 1 bookcase, 2 mirrors (wall), 3 rugs (Crex), fire place fixtures, 1 smoking stand.

Three Bedrooms: 4 beds, 4 chairs, 2 dressers, 1 four drawer chest, 2 lamp tables, 2 rugs (Crex)

Dining Room: 1 gateleg table, 4 chairs, 1 tea cart, 1 Crex rug.

Kitchen and Pantry: 1 ice box, 1 electric stove and oven, 1 table cabinet, 1 kitchen cabinet for brooms, etc., 1 stool, 1 stool (3 steps).

Bath Room: 1 hot water boiler, 1 shower bath, 1 wall mirror, 1 shoe shine box.

Second Floor: 1 couch and mattress, 1 dozen pillows, 1 liquor cabinet, 1 hall chair, 1 Cogswell chair and stool, 2 living room chairs, 1 rocking chair, 1 large table, 1 bird cage, 1 fish stand and bowl, 3 standing lamps, 4 small rugs, 1 mirror.

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances thereto 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 said Annapolis and Eastport Building Association, its successors and assigns forever.

PROVIDED, That if 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, on the principal sum, the weekly sum of Five Dollars, being Ten cents on each share every Saturday night in each week regularly and promptly, for the period of four years from the date hereof, or until the aggregate of said weekly payments so made, shall, exclusive of all losses and liabilities and fines, and penalties imposed, amount to the said advanced sum of Twenty Five Hundred dollars, and to pay as interest on said advanced sum on every Saturday night during said period, the further weekly sum of six cents on each of said shares of stock, the said weekly interest of six cents ceasing on each share only when the par value thereof (fifty dollars) clear of all losses and liabilities, fines and penalties, shall have been repaid.

TO pay all ground rent, taxes and assessments of all kinds for which the hereby mortgaged property now is or may hereafter become liable when payable.

TO pay all fines and penalties that may be imposed on the said Mortgagors by the said Association in accordance with its charter, constitution and by-laws, which are made a part of this mortgage, for failure to pay each and every of said weekly sums at the time limited, or perform any other obligation required of them hereunder, or under said constitution and by-laws, and to keep the buildings on said lot of ground insured against loss or damages by fire to at least the amount of Twenty-Five Hundred dollars, and have the policy of insurance so endorsed or assigned that the same shall enure to the benefit of said mortgagee, its successors or assigns, in the event of loss or damage, to the extent of its or their claim hereunder.

The said weekly payments shall continue to be made as herein specified, and the covenants shall remain in force until the aggregate of the weekly sums aforesaid paid by said mortgagors, during the continuance of this mortgage, exclusive of all fines, penalties and liabilities imposed hereunder, shall amount to the said advanced sum and the interest chargeable thereon.

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 weekly sums of money, or in the performance of the covenants or conditions herein mentioned on the part of the said mortgagors, or either of them, then the whole mortgage debt hereby intended to be secured, shall be deemed due and demandable and the said mortgagee, its successors or assigns, or Ridgely P. Melvin, its authorized attorney and solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and to convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County - 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 the sale of said property, usually allowed trustees for making sale of property by virtue of a decree of a Court of Equity jurisdiction, in the State of Maryland; secondly, to the payment of all taxes and other public dues or debts charged against said property to the day of sale; then to the payment of all claims and demands of said mortgagee, whether then matured or not, and the balance, if any, to be paid to the said mortgagors, or 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 trustee making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission to said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said mortgagee, its successors or assigns, or Ridgely P. Melvin, 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, costs, expenses and commission.

WITNESS the hands and seals of the mortgagors.

TEST:

Laura R. Jickling

Virgil F. Bourne

Helen G. Bourne

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this twenty-fifth day of November, in the year nineteen hundred and thirty-six, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Virgil F. Bourne and Helen G. Bourne, his wife, and acknowledged the foregoing mortgage to be their Act. And at the same time also personally appeared T. Roland Brown, the President of the Annapolis and Eastport Building Association, and made oath in due form of law that the consideration named in the foregoing mortgage, is true and bona fide as therein set forth.

Witness my hand and notarial seal.  
(Notarial Seal)

Laura R. Jickling, Notary Public.

## SHORT ASSIGNMENT.

For value received, the First Federal Savings and Loan Association of Annapolis, a body corporate hereby assigns the within mortgage and the debt thereby secured to George E. Rullman, Attorney, for purposes of foreclosure.

Witness the name of the said First Federal Savings and Loan Association of Annapolis by the signature of its President, attested by the signature of its Secretary and by affixing its corporate seal, this 5th day of April, 1945.

ATTEST: (CORPORATE SEAL)  
Tilden O. Atwell,  
SECRETARY.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS,  
By T. Roland Brown, PRESIDENT.

Recorded 7 April, 1945, at 11-20 A.M., in Liber F.A.M. 144, folio 378.

Filed Oct. 18, 1950.

STATEMENT OF MORTGAGE DEBT.

Balance due on mortgage	\$708.51
Interest	<u>11.25</u>
	\$719.76

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 17th day of October, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings and Loan Association of Annapolis, a body corporate, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal) Ruby W. Chaney, NOTARY PUBLIC

Filed 18 October, 1950

B O N D

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman, of Anne Arundel County, Maryland, as principal and the National Surety Corporation, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand (\$4,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th day of October, in the year of our Lord 1950.

WHEREAS, the above bounden George E. Rullman, by virtue of the power contained in a mortgage from Virgil F. Bourne and Helen G. Bourne, his wife, to Annapolis and Eastport Building Ass'n bearing date the 25th day of November, 1936, and recorded among the Land records of Anne Arundel County in Liber F.A.M. No. 144, Folio 376, and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN George E. Rullman do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

IN TESTIMONY WHEREOF, the above bounden George E. Rullman has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the presence of

GEORGE E. RULLMAN (SEAL)

Janet Schnoor  
As to Surety;  
Estelle M. Fiedler

(Corporate Seal)

NATIONAL SURETY CORPORATION

By H. Cookman Hindes  
Attorney in fact.

Filed 2 November 1950

CERTIFICATE OF AUCTIONEER OF SALE

GEORGE W. SCIBLE

AUCTIONEER

PUBLIC SALE OF VALUABLE REAL ESTATE SITUATED  
IN SOUTH RIVER PARK,  
ANNE ARUNDEL COUNTY, MARYLAND.

By request, and under and by virtue of the power of sale contained in a mortgage from Virgil F. Bourne and Helen G. Bourne, his wife, dated the 25th day of November, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 144 folio 376, the undersigned, as the assignee of said mortgage, by short assignment recorded at the foot of said mortgage, to make sale of the property therein described, default having occurred thereunder, will offer for sale by public auction, at the Court House door, in the City of Annapolis, Maryland, on TUESDAY, NOVEMBER 14, 1950 at 11 O'clock A.M., the property described in said mortgage, namely:

All that lot of ground situate at South River Park, in the First Election District of Anne Arundel County, Maryland, designated as Lot No. 8 of Block "A" on the plat of South River Park, recorded in Plat Book G.W., No. 1 Section 3 folio 217, of Anne Arundel County, said lot being described as follows:

BEGINNING for the same at an iron pipe planted on the northwest side of a forty foot road, now in use known as River Side Road, and at the easternmost corner of Lot No. 8, as shown on a plat of the subdivision known as South River Park and duly recorded as aforesaid, and running from thence with the northwest side of said River Side Road in a southwesterly direction 151.08 feet to the divisional line of Lot No. 9; thence with the same, as referred to the True Meridian, North 39 degrees 19 minutes West 303.72 feet to the shore of a Creek; which is a tributary of South River and now known as Shelter Bay; thence with said shore line northeasterly 131 feet; thence southeasterly 105 feet to intersect a line drawn North 39 degrees 44 minutes West 135 feet from the beginning; thence with said line reversely South 39 degrees 44 minutes East 135 feet to the beginning. Being the same property which was conveyed to the said Virgil F. Bourne by Harold Keats and Helen B. Keats, his wife, by deed dated October 2, 1930, and recorded among the aforesaid Land Records in Liber F.S.R. 82, folio 48. Said lot is improved by a frame dwelling.

TERMS OF SALE: A deposit of \$500.00 will be required of the purchaser or purchasers on the day of sale; balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

GEORGE E. RULLMAN, Assignee,  
Lee Building, Annapolis, Md.

CERTIFICATE OF PURCHASERS AND AUCTIONEER.

November 14, 1950.

We hereby certify that we have this day purchased at public sale the property described in this handbill from George E. Rullman, Assignee, at and for the sum of Seven Thousand Two Hundred Fifty Dollars (\$7,250.00), and we agree to comply with the terms of the sale.

Witness:

T. Carroll Worthington

Edward Curtis King, Jr.,

Elaine Leonora King

November 14, 1950.

I hereby certify that I, this day, sold at public sale, the property described in this handbill to Edward Curtis King, Jr., and Elaine Leonora King, his wife, at and for the sum of Seven Thousand Two Hundred Fifty Dollars (\$7,250.00), they then and there being the highest bidders therefor.

George W. Scible, Auctioneer.

Filed 15 November, 1950.

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of George E. Rullman, Assignee of the mortgage filed in these proceedings, respectfully shows:

First: That under and by virtue of the power of sale contained in a mortgage from Virgil Franklin Bourne and Helen G. Bourne, his wife, dated November 25th, 1936, and recorded among the Land Records of

Anne Arundel County in Liber F.A.M. 144, folio 376, and default having occurred thereunder, the said George E. Rullman, Assignee of said mortgage, which assignment has been duly recorded among the aforesaid Land Records, after having given bond with approved security, and having given due notice of the time, place, manner, and terms of sale by advertisement published in the "Evening Capital", a newspaper published in Anne Arundel County, and by handbills distributed in 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, November 14th, 1950, at eleven o'clock A.M., and then and there sold the property to Edward Curtis King, Jr., and Elaine Leonora King, his wife, at and for the sum of Seven Thousand Two Hundred Fifty Dollars (\$7,250.00), they being then and there the highest bidders therefor, which property is described as follows:

All that lot of ground situate at South River Park, in the First Election District of Anne Arundel County, Maryland, designated as Lot No. 8 of Block "A" on the plat of South River Park, recorded in Plat Book G.W. No. 1, Section 3 folio 217, of Anne Arundel County, said lot being described as follows:

Beginning for the same at an iron pipe planted on the northwest side of a forty foot road, now in use known as River Side Road, and at the easternmost corner of Lot No. 8, as shown on a plat of the subdivision known as South River Park and duly recorded as aforesaid; and running from thence with the northwest side of said River Side Road in a southwesterly direction 151.08 feet to the divisional line of Lot No. 9; thence with the same, as referred to the True Meridian, North 39 degrees 19 minutes West 303.72 feet to the shore of a Creek; which is a tributary of South River and now known as Shelter Bay; thence with said shore line northeasterly 131 feet; thence southeasterly 105 feet to intersect a line drawn North 39 degrees 44 minutes West 135 feet from the beginning; thence with said line reversely South 39 degrees 44 minutes East 135 feet to the beginning. Being the same property which was conveyed to the said Virgil F. Bourne by Harold Keats and Helen B. Keats, his wife, by deed dated October 2, 1930, and recorded among the aforesaid Land Records in Liber F.S.R. 82, folio 48.

Said lot is improved by a frame dwelling. And the said Assignee further reports that he has received from the said purchasers the deposit as required by the terms of said sale, and has also received the purchasers' agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A DEPOSIT OF \$500.00 will be required of the purchaser or purchasers on the day of sale. Balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman, Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I hereby certify that on this fifteenth day of November, 1950, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Assignee, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.  
(Notary Seal)

Beatrice A. Velenowsky, Notary Public.

Filed 15 November, 1950

ORDER NISI

ORDERED this 15 day of November, 1950, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Assignee, be ratified and confirmed unless cause to the contrary thereof be shown on or before the 19 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 19th day of December next. The report states the amount of sales to be Seven Thousand Two Hundred Fifty Dollars (\$7,250.00).

John H. Hopkins, 3rd, Clerk.

Filed 15 November, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 16, 1950.

We hereby certify, that the annexed Order Nisi-Sale- Eq. #10,067 Virgil Franklin Bourne 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 19th day of December, 1950. The first insertion being made the 18th day of November, 1950.

THE CAPITAL-GAZETTE PRESS, -INC.,

By R. L. Brown

Filed 18 December, 1950.

FINAL ORDER

ORDERED by the Court this 21st day of December, 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 21 December, 1950.

PETITION FOR DIRECTION TO AUDITOR & TWO EXHIBITS.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of George E. Rullman, Assignee of the mortgage filed in these proceedings, respectfully shows:

First: That the property mentioned in this proceeding and described in the mortgage filed in said proceeding, in accordance with the request of Helen G. Bourne, widow of Virgil Franklin Bourne, was sold by your Petitioner at public sale at the Court House door in the City of Annapolis, Maryland, on Tuesday, November the 14th, 1950, at eleven o'clock A.M., which sale has been duly reported to and ratified by this Honorable Court, and the purchase price of said property has been paid and satisfied, and the case has been referred to the Court Auditor for the purpose of stating an account.

Second: Virgil Franklin Bourne died intestate in the District of Columbia on or about August 4th, 1941. Ancillary administration on his estate was granted by the Orphans Court for Anne Arundel County, his widow, Helen G. Bourne being the Ancillary Administratrix, and filed herewith and prayed to be taken as a part hereof, is a certified copy from the Orphans Court of Anne Arundel County of the application for Letters Testamentary showing the heirs at law of Virgil Franklin Bourne, deceased, some of whom are now deceased. James B. Bourne, a brother, is now deceased. His heirs at Law are T. Earl Bourne, a son, 4306 Sheridan Street, University Park, Maryland, Kenneth A. Bourne, son, whose address is c/o Union Trust Company, St. Paul and Baltimore Streets, Baltimore, Maryland, Earnest Leroy Bourne, son, 4302 Garrison Boulevard, Baltimore 15, Maryland, Alice E. VanNamee, sister, 45 Pond Field Road, West Bronxville 8, New York (now uses the name of A. E. Clark). Virgil William Bourne, son of George Teal Bourne, died intestate on or about May 31st, 1943, in the State of New Jersey, leaving surviving him his widow, Esther Bourne, whose address is 550 Cookman Avenue, Asbury Park, New Jersey, who was granted Letters of Administratrix of his estate.

Third: The first and final report of Helen G. Bourne, ancillary Administratrix of the Estate of Virgil Franklin Bourne, was filed and passed by the Orphans Court for Anne Arundel County on April 14th, 1942, and all taxes and costs were paid and satisfied.

NOW, THEREFORE, YOUR PETITIONER PRAYS YOUR HONORS To pass an Order in the premises directing the Court

Auditor, in stating the account in this proceeding, to audit to the heirs at law of Virgil Franklin Bourne, deceased, the funds in the Assignee's hands in accordance with their interests.

AND, as IN DUTY BOUND, etc.,

George E. Rullman,  
Assignee.

EXHIBIT 1.

Virgil Franklin Bourne died intestate in the District of Columbia on August 4, 1941, and left surviving him as his heirs at Law and next of kin, all of whom are adults, the following named persons, to-wit:

Helen G. Bourne Howard (widow), 1841 Columbia Road, N.W., Washington, D. C.

James B. Bourne (brother), now deceased and survived by the following:

(a) T. Early Bourne, 4306 Sheridan St., University Park, Md.

(b) Kenneth A. Bourne, care Union Trust Co., St. Paul & Baltimore Sts., Baltimore, Md.

(c) Earnest Leroy Bourne, 4302 Garrison Blvd., Baltimore 15, Md.

Alice E. VanNamee (sister), 45 Pond Field Road, W. Bronxville 8, N.Y. (She now uses the name of A.E. Clark)

George Teal Bourne (brother), deceased, whose adult children are:

(a) Leah Elizabeth Bourne Mettam, 3303 Presstman St., Baltimore, Md.

(b) Virgil William Bourne (nephew), who died intestate on May 31st, 1943, in the State of New Jersey, and his widow, Esther Bourne, in care of Benjamin Madnick, 550 Cookman Avenue, Asbury Park, N.J., was named the administratrix of his estate.

EXHIBIT NO. 2.

IN THE ORPHANS COURT OF ANNE ARUNDEL COUNTY, MARYLAND

In the Matter of the Estate of Virgil Franklin Bourne, Deceased. : Administration No. \_\_\_\_\_

To the Honorable, the Judges of said Court:

The Petition of Helen G. Bourne respectfully shows:

1. That Virgil Franklin Bourne, late of the District of Columbia, departed this life on the fourth day of August, 1941, in the City of Washington, intestate, and left surviving him as his heirs at law and next of kin, all of whom are adults, the following named persons, to wit:

Helen G. Bourne, (widow), 1922 Biltmore Street, N.W. Washington, D. C.

James B. Bourne (brother) 2121 North Charles Street, Baltimore, Md.

Alice E. Van Namee (sister) 3314 Liberty Heights, Baltimore, Maryland.

and the following who are the adult children of George Teal Bourne, brother, deceased:

Leah Elizabeth Bourne Mettam, 3303 Presstman Street, Baltimore, Md.

Virgil William Bourne, address unknown.

2. That decedent left real estate known as Lot 8, Section A of South River Park, Anne Arundel County improved with a dwelling, all of which is assessed for the sum of \$3,200.00. Said real estate is subject to a first mortgage held by the First Federal Savings and Loan Association, on which their present unpaid balance is \$1,493.96. Decedent left no other property in the State of Maryland.

3. That your petitioner has been appointed the administratrix of the estate of said Virgil Franklin Bourne, deceased, by the District Court of the United States for the District of Columbia, as evidenced by a certified copy of said letters of administration which is attached hereto.

4. That all of the debts of the decedent, as far as your petitioner is informed, are being cared for in the administration in the District of Columbia hereinbefore mentioned, with the exception of the balance due on the mortgage referred to in paragraph 2.

5. That the purpose of this petition is to clear title to the aforesaid real estate, and your petitioner is informed that it is necessary to take out ancillary letters of administration on

the estate to accomplish this purpose.

Your petitioner therefore prays:

1. That ancillary letters of administration be issued to Helen G. Bourne, your petitioner.
2. That notice to creditors may be published as required by law.
3. And for such other and further relief as the nature of the case may require.

Simon R. Golibart

As in duty bound, etc.

Louis B. Arnold

Helen G. Bourne, Petitioner

Transportation Building Washington, D. C.  
Attorneys for Petitioner.

District of Columbia, SS:

On this 2nd day of October, 1941, personally appeared before me, a notary public in and for the District of Columbia, Helen G. Bourne, and made oath in due form of law that the matters herein set forth as aforesaid, are true to her best information, knowledge and belief.

(NOTARY SEAL)

John D. Sadler, Notary Public, D. C.

My commission expires January 14, 1943.

PASSED BY ORDER OF THE COURT 7th day of October, 1941, appointing Helen G. Bourne ancillary administratrix upon her filing bond in the penalty of \$500.00.

Maynard Carr, C. J.

Owain E. Owens, A. J.

William B. Elliott, A. J.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I, R. GLENN PROUT, Register of Wills, and by Law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the foregoing is a true and full copy of the Petition for letters of ancillary administration on the Estate of Virgil Franklin Bourne, late of Washington, D. C. deceased, taken from the original which is one of the records filed, recorded and kept in the office of Register of Wills for Anne Arundel County.

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

(Court Seal)

R. Glenn Prout

Register of Wills for Anne Arundel County.

Filed 12 Jany. 1951

ORDER OF COURT:

It is thereupon this 12th day of January, 1951, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that the Auditor of this Court, in stating the account, audit the funds in the hands of the Assignee to the heirs at law of Virgil Franklin Bourne as their interests appear.

Benjamin Michaelson,

Judge.

Filed 12. Jan. 1951.

PETITION OF WIDOW FOR ALLOWANCES

The petition of Helen G. Bourne Howard respectfully represents as follows:

1. That Virgil Franklin Bourne died in the District of Columbia on August 4, 1941, survived by your Petitioner, his widow, and a brother, a sister, a niece and a nephew, all of whom were adults. No children were born as a result of this marriage.
2. That at the time of his death decedent was seized and possessed of certain real estate in Anne Arundel County, Maryland, which was subject to the mortgage foreclosure sale in the above-entitled cause.
3. That since the death of the late Virgil Franklin Bourne your Petitioner has made the following expenditures, as evidenced by the vouchers attached hereto and prayed to be considered a part hereof:

- (a) Payments made to the Annapolis Building Association on trust from August 4, 1941, to August 18

1950, including taxes . . . . . \$ 1,996.50  
 (b) For repairs in preserving the real estate . . . . . 752.96  
 Total . . . . . \$ 2,749.46

4. In addition to the foregoing, your Petitioner, as widow of the decedent, claims an allowance of \$2,000.00, plus one-half of the residue, as provided by Article 93, Section 130, of the Maryland Code

Louis B. Arnold,  
 Transportation Building, Washington, D. C.,  
 Attorney for Petitioner.

Helen G. Bourne Howard

DISTRICT OF COLUMBIA, SS:

HELEN G. BOURNE HOWARD, being first duly sworn on oath, deposes and says that she has read the foregoing petition for allowances by her subscribed, and that the matters and things therein stated are true to the best of her knowledge, information and belief.

Helen G. Bourne Howard

Subscribed and sworn to before me this 5th day of January, 1951.

(Notarial Seal)

Jane L. Meyer. Notary Public D.C.

My Commission expires April 30, 1955.

ORDER OF COURT:

It is thereupon, this 13th day of January, 1951, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that the Auditor of this Court, in stating the Account, allow to the widow, Helen G. Bourne Howard, the sum of \$2,749.46, for payments made on mortgage and repairs in preserving the real estate, in addition to the sum of \$2,000 plus one-half of the residue, as set forth in the foregoing Petition, upon production of papers evidenced and vouchers for said expenditures.

Benjamin Michaelson,  
 Judge.

Filed 13 January, 1951.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account, January 17, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Virgil F. Bourne and Helen G.

Bourne, his wife,

in ac.

To Assignee for Fee, viz:	50.00	
To Assignee for Commissions, viz:	<u>248.78</u>	298.78
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	<u>27.00</u>	55.75
To Assignee for Expenses, viz:		
Capital-Gazette Press- advertising sale	33.75	
Capital-Gazette Press-handbills & tax	12.29	
Capital-Gazette Press-order nisi (sale)	8.00	
Capital-Gazette Press- order nisi (acct)	6.00	
National Surety Corp.-bond premium	16.00	
George W. Scible- auctioneer's fee	25.00	
Clerk of Court- recording assignment	.75	
Register of Wills- certified copy	2.00	

One-half Federal Revenue stamps	4.13	
One-half State Revenue Stamps	4.12	
Ruby W. Chaney - notary fee	.50	
Beatrice A. Velenovsky - notary fee	<u>.50</u>	113.04
To First Federal Savings & Loan Ass'n, mortgage -in full for mortgage claim filed	<u>719.76</u>	719.76
To Assignee for Claims filed, viz:		
(1) Helen G. Bourne Howard -payments made on account mortgage to First Federal Savings & Loan Ass'n, etc.-order of 1/31/51	1,996.50	
(2) Helen G. Bourne Howard-repairs, and conservation of real estate - order 1/13/51	732.96	
(3) Helen G. Bourne Howard-widow's allowance-order of 1/13/51	<u>2,000.00</u>	4,749.46
BALANCE FOR DISTRIBUTION - \$1,390.17		
Distributed to heirs at law of Virgil F. Bourne in accordance with orders of Court of 1/12/51 and 1/13/51, viz:		
Helen G. Bourne Howard, widow-one-half	695.08	
Alice E. Clark- sister- one-sixth	231.70	
T. Earl Bourne, nephew-one-eighteenth	77.23	
Kenneth A. Bourne, nephew- " "	77.23	
Ernest L. Bourne, nephew - " "	77.23	
Leah E. B. Mettam, niece - one-twelfth	115.85	
Esther Bourne, widow of Virgil W. Bourne, nephew - one-twelfth	<u>115.85</u>	<u>1,390.17</u>
		<u>7,326.96</u>
With George E. Rullman, Assignee		Cr.
1950. Nov. 14 Proceeds of Sale	7,250.00	
Interest on deferred payment - one month eight days	42.79	7,292.79
Refund 1950 State and County taxes adjusted to day of sale	2.97	
Refund fire insurance premium	<u>31.20</u>	<u>34.17</u>
		<u>7,326.96</u>

Filed 18 January, 1951.

ORDER NISI

ORDERED, this 19 day of January, 1951, 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 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 23 day of February next.

John H. Hopkins, 3rd, Clerk.

Filed 19 June, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 23, 1951.

We hereby certify that the annexed Order Nisi-Aud. Acct No. 10,067 Equity-VIRGIL F. BOURNE 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 February, 1951. The first insertion being made the 20th day of January, 1951.

THE CAPITAL-GAZETTE PRESS, INC..

By Lillie L. French

No. E.C. 8479

Filed 26 Feb. 1951.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 26th day of February, 1951, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having

shown, and that the Assignee apply the proceeds accordingly with a due porportion of interest as the same has been or may be received.

Benjamin Michaelson, Judge.

Filed 26 February, 1951.

IN THE MATTER : No. 10,084 EQUITY  
 OF : IN THE  
 HELEN JOSEPHINE DINGER : CIRCUIT COURT FOR  
 INCOMPETENT. : ANNE ARUNDEL COUNTY.

PETITION TO SELL REAL ESTATE OF INCOMPETENT.

To the Honorable, the Judges of said Court:

The Petition of Henry Charles Dinger, Conservator of the Estate of Helen Josephine Dinger, Incompetent, respectfully shows:

1. That your Petitioner, as Conservator of the Estate of Helen Josephine Dinger, incompetent, who is a non-resident of the State of Maryland, is entitled to file this Petition under the provisions of Article 16, Section 139, of the Annotated Code of Maryland (1939 Edition) by reason of his appointment by the Court of Probate, District of Stamford, State of Connecticut, as exemplified by a certified copy of his appointment filed herewith as Petitioner's Exhibit No. 1.

2. That the said Helen Josephine Dinger while being an adult on April 3, 1950, contracted to sell a lot of ground and improvements known as No. 219 King George Street, Annapolis, Maryland, to Wade DeWeese and Catherine H. DeWeese, his wife, at and for the sum of Fifteen Thousand Dollars (\$15,000.00), as exemplified by a copy of the Contract of Sale filed herewith as Petitioner's Exhibit No. 2, and that a description and ownership of said tract of land is exemplified by a certified copy of a deed filed herewith as Petitioner's Exhibit No. 3.

3. That after executing the said Contract of Sale, the said Helen Josephine Dinger became incompetent, and by reason of the jurisdiction as aforesaid, is incapable of executing a deed to complete the sale of the real estate aforesaid.

4. That it is to the interest and advantage of all the parties concerned, including the incapable and incompetent, to complete the sale of the aforesaid Anne Arundel County property in furtherance of the said Contract of Sale aforesaid and in furtherance of the Order of Probate, District of Stamford, State of Connecticut, dated October 19, 1950, as aforesaid, and that the net proceeds of the sale be transferred to Henry Charles Dinger, Conservator of the Estate of Helen Josephine Dinger of Stamford, Connecticut, according to Law and the Rules of this Court.

TO THE END, THEREFORE:

1. That a Trustee be appointed to take charge of, manage and complete the sale of all the right, title and interest to and unto the property and improvements known as No. 219 King George Street, Annapolis, Maryland, as mentioned in these proceedings, and to execute and to convey the said right, title and interest of the said Helen Josephine Dinger to and unto Wade DeWeese and Katherine H. DeWeese, his wife.

That the proceeds derived from the sale aforesaid be administered under the jurisdiction of this Court and the net proceeds after confirmation of the sale and report to this Court be transferred to Henry Charles Dinger, Conservator of the Estate of Helen Josephine Dinger of Stamford, Connecticut.

3. That your Petitioner or Trustee appointed by this Honorable Court be authorized to cause a Public Notice to Creditors be published in one or more newspapers published in the City of Annapolis or Anne Arundel County for at least thirty (30) days and to state an audit with this Court for confirmation as required by Law under the Rules of this Court applicable to sale of realty in Equity.

AND, AS IN DUTY BOUND, ETC.

WILLIAM W. TOWNSHEND, JR., Solicitor.

HENRY CHARLES DINGER, Conservator.

STATE OF CONNECTICUT, FAIRFIELD COUNTY, TO WIT:

I hereby certify, that on this 1st day of November, 1950, before the subscriber, a Notary Public of the State of Connecticut, in and for the County aforesaid, personally appeared Henry Charles Dinger, Conservator of the Estate of Helen Josephine Dinger, incompetent, and he acknowledged the facts in the foregoing Petition to be true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notary Seal)

Doris Archambault, Notary Public.

CERTIFICATE OF COURT.

STATE OF CONNECTICUT, COUNTY OF FAIRFIELD, COUNTY CLERK'S OFFICE.

I, CLARENCE R. HALL, Clerk of said County and of the Superior Court in and for said County, the same being a Court of Record, having by law a seal hereby certify That Doris Archambault whose name is subscribed to the certificate of proof, acknowledgment, or affidavit of the annexed instrument, and thereon written, was, at the time of taking such proof, acknowledgement or affidavit, a Notary Public within and for said County, residing in said County, duly appointed, commissioned and sworn, and authorized by the laws of said State, to administer oaths, and take the acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments, in said State, and other instruments to be recorded therein, and to certify the same; that full faith and credit are and ought to be given to her official acts; and I further certify that I have compared the signature to the original certificate with that deposited in this office by such person and verily believe that the signature to the attached certificate is her genuine signature and said certificate is not required to be under seal, and the person signing such certificate is not required by law to file in this office an impression of his official seal.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court, at Bridgeport, in said County and State, on the 2nd day of November, 1950.

Clarence R. Hall, Clerk.

Filed 8 November, 1950.

EXHIBIT NO. 1.

AT A COURT OF PROBATE, HELD AT STAMFORD, WITHIN AND FOR THE DISTRICT OF STAMFORD, ON THE  
18th DAY OF OCTOBER, 1950

PRESENT: HON. JOHN P. KEATING, JUDGE.

Estate of Helen Josephine Dinger, of Stamford, in said District, an incapable person.

Upon the written application of Henry Charles Dinger, conservator of the estate of said incapable person, praying that this Court order the sale of certain real estate owned by said incapable person, and authorized and empower him to sell and convey the same.

This Court finds from sworn return on file that the notice of the hearing upon said application ordered by this Court on the 6th day of October, 1950, has been given as directed by this Court and said return is accepted and ordered to be recorded.

Upon due hearing and consideration of the evidence, at which said conservator appeared in person and by his attorneys, Messrs. Cummings & Lockwood, and William J. Murray, Jr., guardian ad litem, appeared in person, finds that it would be for the best advantage of said estate that the following described real estate be sold, to wit:—"a certain real estate located in City of Annapolis, Anne Arundel County, State of Maryland, described as follows: BEGINNING for the same on the southwest side of said King George Street one hundred eighty-two feet nine inches from the south corner of said King George Street and Maryland Avenue, said point of beginning also being two hundred five feet from the division line of the properties formerly belonging to the Harwoods and Richard Swann, and running from thence at right angles to said King George Street southwesterly one hundred feet, thence at right angles and parallel with said King George Street southeasterly thirty-one feet to the southwest line of the property heretofore conveyed

to Thompson King and wife by Martin M. Smith and wife by deed dated March 5th, 1903 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 30, folio 144, thence at right angle with said line northeasterly one hundred feet to the southwest side of King George Street, thence with the southwest side of King George Street northwesterly thirty-one feet to the place of beginning. The improvements thereon being known as No. 219 King George Street.

BEING the same lot or parcel of ground described in a Deed from Henry C. Dinger, widower, to the Grantor herein, dated April 30th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 331, folio 224."

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, THAT all the right, title and interest which the said incapable person has in and to the above described real estate be sold.

And said conservator is ordered, authorized and empowered to sell the same at private sale, in the name of said ward and on her behalf, to Wade DeWeese and Catherine H. DeWeese for the sum of \$15,000., and to give a deed of conveyance thereof.

And said conservator will make return of sale to this Court.

John P. Keating, Judge.

STATE OF CONNECTICUT: DISTRICT OF STAMFORD, ss: Court of Probate, October 18, 1950.

I, JOHN P. KEATING, Judge of said Court and keeper of the seal thereof, do certify that, at a Court of Probate held at Stamford, within and for the District of Stamford, on the 6th day of October, 1950, Henry Charles Dinger, of New York City, New York, was by said Court appointed conservator of the estate of Helen Josephine Dinger, of Stamford, in said District, an incapable person, that on said day the said Henry Charles Dinger appeared in Court and accepted said trust, and gave bond for the faithful performance of his duties as such conservator according to law; that the said appointment is now in full force and unre-vo- ked, and that the doings of said Henry Charles Dinger as such conservator are entitled to full credit.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court the day and year first above mentioned.

John P. Keating, JUDGE.

(COURT SEAL)

STATE OF CONNECTICUT, DISTRICT OF STAMFORD, SS:

I, John P. Keating, Judge of the Court of Probate within and for the District of Stamford, in the County of Fairfield, and State of Connecticut, do hereby certify that I have compared the foregoing copy of the decree of this Court authorizing and empowering the conservator of the estate of Helen Josephine Dinger, of Stamford, in said District, an incapable person, to sell and convey certain real estate owned by said incapable person, with the original thereof, now remaining in this office, and have found the same to be a correct transcript therefrom, and a true copy of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affix the seal of said Court, this 19th day of October, in the year of our Lord one thousand nine hundred and fifty.

(Court Seal.)

John P. Keating, Judge.

Filed 8 November, 1950.

EXHIBIT NO. 2  
CONTRACT OF SALE.

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

THIS AGREEMENT, Made this 3rd day of April 1950, by and between H. Josephine Dinger of the first part, hereinafter called Vendor, and Capt. Wade DeWeese and Catherine H. DeWeese, his wife, of the second part, hereinafter called Vendee.

WITNESSETH, That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor-SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate

and lying in Anne Arundel County, Maryland, and described as follows: all that lot of ground known as 219 King George Street, Annapolis, Anne Arundel County, Maryland, together with all improvements thereon, in fee simple. It is understood and agreed that the Vendees are applying for a loan in the amount of Twelve thousand, five hundred and 00/100 (\$12,500.00) dollars under their G.I. Privileges and if this loan is not approved then this contract shall be null and void, and the deposit shall be returned. At and for the price of Fifteen thousand and 00/100 (\$15,000.00) Dollars, of which One thousand, five hundred and 00/100 (\$1,500.00) Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: in cash, at time of settlement which shall be on or before July 5, 1950.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

TAXES, insurance, rent, water rent, and all other encumbrances, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

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

The Vendor hereby agrees to pay to Joseph D. Lazenby, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc. and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto

WITNESSES:

Joseph D. Lazenby  
Anne C. MacDonald

Wade DeWeese (SEAL)  
Catherine H. DeWeese (SEAL)  
H. Josephine Dinger (SEAL)

Filed 8 November, 1950.

EXHIBIT # 3. D E E D

(NO STAMPS REQUIRED)

NO TITLE EXAMINATION EUGENE P. CHILDS.

THIS DEED made this 30<sup>th</sup> day of April in the year Nineteen hundred and forty-five, by and between Henry C. Dinger, Widower, party of the first part and Helen Josephine Dinger, party of the second part, all of the City of New York, in the State of New York.

WITNESSETH, That for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations thereunto moving from the party of the second part unto the party of the first part, the receipt of which is hereby acknowledged, the said party of the first part does hereby bargain and sell and by these presents does grant and convey unto the said Helen Josephine Dinger, her heirs and assigns, forever in fee simple, all that lot of ground situate on the southeast side of King George Street, Annapolis, Maryland, and being described as follows, that is to say:

BEGINNING for the same on the southwest side of said King George Street 182 feet 9 inches from the south corner of said King George Street and Maryland Avenue, said point of beginning also being 205 feet from the division line of the properties formerly belonging to the Harwoods and Richard Swann and running from thence at right angles to said King George Street southwesterly 100 feet; thence at a right angle and parallel with said King George Street, southwesterly 31 feet to the Southwest line of the property heretofore conveyed to Thompson King and wife by Martin M. Smith and wife, by deed dated the 5th day of March in the year 1903, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 30, folio 144; thence at a right angle with said line, northeasterly 100 feet to the southwest side of King George Street; thence with the southwest side of said King George Street northwesterly 31 feet to the place of beginning.

IT BEING the identical property which was conveyed to the said Henry C. Dinger and Gertrude Mack Dinger, his wife, by Moreau M. Casler and wife by deed dated on the 28th day of June in the year 1927 and recorded among the land record books of Anne Arundel County in Liber F.S.R. No.14, folio 173.

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

TO HAVE AND TO HOLD the above described land and premises to and unto the said Helen Josephine Dinger, her heirs and assigns, forever in fee simple.

AND THE said party of the first part does hereby covenant to warrant specially the property hereby conveyed and that he will execute such other and further assurances as may be requisite. Witness the hand and seal of the above named Grantor on the day and in the year first above written.

WITNESS:

JAMES O'SHEAS

HENRY C. DINGER

(SEAL)

STATE OF NEW YORK, CITY OF NEW YORK, TO WIT:

I hereby certify that on this 30th day of April in the year 1945, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared Henry C. Dinger, widower, and he acknowledged the foregoing Deed to be his act and deed.

Witness my hand and seal Notarial.

(NOTARIAL SEAL)

JOSEPH F. WILLARD, NOTARY PUBLIC.

My Commission expires Feb. 15, 1947.

Recorded -24th-May-1945-at-2:35-P.M. J.H.H. No. 331, folio 244.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing DEED is truly taken and copied from Liber J.H.H. No. 331, folio 244, 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 30th day of October, A.D. 1950.

(Court Seal)

John H. Hopkins, 3rd, Clerk.

Filed 8 November, 1950.

ORDER OF COURT

The foregoing Petition and affidavit and exhibits having been read and considered, it is thereupon this 8th day of November, 1950, by the Circuit Court for Anne Arundel County, State of Maryland, in Equity, ORDERED That William W. Townshend, Jr., be, and he is hereby, appointed Trustee of the Estate of Helen Josephine Dinger with full power and authority under jurisdiction of this Court to convey all the right, title and interest of Helen Josephine Dinger to and unto the property known and designated as No. 219 King George Street, City of Annapolis, Anne Arundel County, Maryland, as more particularly described in a deed dated April 30th, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 331, Folio 224, and filed herewith as Petitioner's Exhibit No. 3, to and unto Wade DeWeese and Katherine H. DeWeese, his wife, and to make report thereof as required by Law, after giving notice to all creditors of the said Estate of Helen Josephine Dinger by publication of a Public Notice in one or more newspapers published in the City of Annapolis and Anne Arundel County, Maryland for at least thirty (30) days prior to the 18th day of December, 1950, giving said Creditors notice to file their claims, if any, properly authenticated with the Clerk of this Court on or before the 20th day of January, 1951. Otherwise, such claims may be excluded by Law; and the said Trustee is hereby authorized and directed after confirmation of the said audit and the payment of all claims and Court costs to direct the net proceeds of said sale to be transferred to Henry Charles Dinger, Conservator of the Estate of Helen Josephine Dinger under Jurisdiction of the Court of Probate of the District of Stamford, State of Connecticut; but before the said William W. Townshend, Jr., shall proceed to act as such Trustee he shall give bond to the State of Maryland in the penal sum of \$15,000., with securities to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties

as such Trustee.

Benjamin Michaelson , Judge.

Filed 8 November, 1950

NOTICE TO CREDITORS

The undersigned, William W. Townshend, Jr., Trustee in the above entitled cause, pursuant to an order passed therein by the Circuit Court for Anne Arundel County, Maryland, in Equity, under date of November 8, 1950, does hereby give notice to all persons having claims against Helen Josephine Dinger, to file their claims against the same, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County, Maryland, aforesaid, on or before the 20th day of January, 1951, otherwise the same may be excluded by law.

William W. Townshend, Jr.,

Trustee.

Filed 8 November, 1950.

TRUSTEE'S BOND.

No. 10,084 Equity.

KNOW ALL MEN BY THESE PRESENTS: THAT we, William W. Townshend, Jr., Trustee, as Principal, and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen Thousand and 00/100 (\$15,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents-sealed with our seals and dated this Sixth day of November in the year of our Lord one thousand nine hundred and fifty.

WHEREAS, the above bounden William W. Townshend, Jr., by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland, has been appointed trustee to sell real estate in the matter of Helen Josephine Dinger, incompetent, No. 10,084 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 William W. Townshend, Jr., do and shall well and faithfully perform the trust reposed in him by said decree or that may be reposed in him by any future decree or order in the premises, then the above obligations to be void; otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Elleanor G. Owings

Betty Lee Hall

(Corporate Seal)

William W. Townshend, Jr., (SEAL)

Hartford Accident and Indemnity Company

By Jos. D. Lazenby  
Attorney in Fact.

Approved 8 Nov. 1950,

John H. Hopkins, 3rd, Clerk.

Filed 8 Nov. 1950

NOTICE TO CREDITORS

The undersigned, William W. Townshend, Jr., Trustee in the above entitled cause, pursuant to an order passed therein by the Circuit Court for Anne Arundel County, Maryland, in Equity under date of November 8, 1950, does hereby give notice to all persons having claims against Helen Josephine Dinger to file their claims against the same, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County, Maryland, aforesaid, on or before the 20th day of January, 1951, otherwise the same may be excluded by law.

William W. Townshend, Jr., Trustee.

True Copy, TEST:

John H. Hopkins, 3rd, Clerk.

d-2

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 20, 1951

We hereby certify, that the annexed Notice to Creditors, Eq. #10,084-Helen Josephine Dinger 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 2nd day of January, 1951. The first insertion being made the 11th day of November, 1950.

No. E.C. 8546.

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

Filed 23 Jan. 1951

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. January 25, 1951.

All of which is respectfully submitted.

Laura R. Jickling,

Dr. In the Matter of Helen Josephine Dinger, Incompetent		in ac.
To Trustee for Commissions, viz:	<u>480.00</u>	480.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - court costs	20.25	
Auditor - stating this account	<u>13.50</u>	43.75
To Trustee for Expenses, viz:		
Capital-Gazette Press-notice to creditors	16.24	
Capital-Gazette Press - order nisi (acct).	6.00	
Hartford Accident & Indemnity Co.-bond premium	60.00	
Jos. D. Lazenby, Agent - commission on sale	750.00	
Weaver Bros. Inc.-one-half of 1% originating fee (loan to purchasers) as agreed	62.50	
One-half Federal revenue stamps	8.25	
One half State revenue stamps	8.25	
Clerk of Court-certified copy of deed	<u>2.00</u>	913.24
To Trustee for Amount Paid Agent for advances made by him, viz:		
Joseph D. Lazenby, Agent, amount paid Annapolis Water Co. for water rent	6.89	
Joseph D. Lazenby, Agent-amount paid for 1950 City of Annapolis taxes	<u>81.90</u>	88.79
To Henry Charles Dinger, Conservator of the Estate of Helen Josephine Dinger, this balance, in accordance with Decree dated 11/8/50	<u>13,574.94</u>	<u>13,574.94</u>
		<u>15,100.72</u>
WITH William W. Townshend, Jr., Trustee		Cr.
1951		
Jan. 22 Proceeds of Sale (Contract dated 4/3/50)	<u>15,000.00</u>	15,000.00
Refund 1950 State and County taxes (adjusted to 9/1/50)	32.72	
Refund 1950 Annapolis City taxes (adjusted to 9/1/50)	<u>68.00</u>	<u>100.72</u>
		<u>15,100.72</u>

Filed 29 January, 1951.

ORDER NISI

ORDERED, This 29 day of January, 1951, 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 5 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 5 day of March next.

John H. Hopkins, 3rd, Clerk.

Filed 29 January, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. Feb. 14, 1951.

We hereby certify, that the annexed Order Nisi-Eq., #10,084 Helen Josephine Dinger was published in EVENING CAPITAL a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of February, 1951. The first insertion being made the 30th day of January, 1951.

THE EVENING CAPITAL-GAZETTE PRESS, INC.,

By R. L. Brown

Filed 5 March, 1951.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 6th day of March, 1951, that the foregoing 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 6 March, 1951

WALTER S. CALWELL, Assignee	:	
Plaintiff	:	NO. 10,096 In Equity
VS	:	IN THE CIRCUIT COURT FOR
DAVID I. BROWN AND	:	
DOROTHY G. BROWN, his wife,	:	ANNE ARUNDEL COUNTY
Defendants.	:	

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 David I. Brown and Dorothy G. Brown, his wife, to Washington Irving Trust Company, dated June 4th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 349 folio 297, with Short Assignments at the foot thereof, the last one dated October 24th, 1950 from The County Trust Company to the Plaintiff.

Walter S. Calwell, Assignee.

T. Worthington Brundige, III,  
Attorney for Plaintiff.

Filed 13 Nov. 1950.

ORIGINAL MORTGAGE

THIS MORTGAGE, Made this 4th day of June, A.D. 1947, by and between DAVID I. BROWN AND DOROTHY G. BROWN, 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 FIFTY-NINE HUNDRED Dollars (\$5900.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

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

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of 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 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 15/100 Dollars (\$31.15), commencing on the first day of August, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1972. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity; PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

BEING known and designated as Lot No. 41 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 5104 Brookwood Road (formerly known as 304 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 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 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 of there be a default in any of the conditions, stipulations or covenants

of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

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

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

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

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

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

- (1) premium charges under the contract of insurance with the Federal housing Commissioner;
- (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the mortgage debt secured hereby; and
- (IV) amortization of the principal of said debt.

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

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of each indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the

Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

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

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damages, 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 mortgaged 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 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 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, 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:

J. Hodge Smith

David I. Brown

(SEAL)

Dorothy G. Brown

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of June 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared DAVID I. BROWN AND DOROTHY G. BROWN, his wife. the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act. At the same time also personally appeared Joseph J. Callahan the Agent of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

(Notarial Seal.)

J. Hodge Smith, Notary Public

Filed June 11, 1947, at 2-30 P.M. Liber JHH 297-fol. 349.

SHORT ASSIGNMENT.

This rider is attached to and is a part of a certain mortgage made by David I. Brown and Dorothy G. Brown, his wife, to The County Trust Company, Successors To By Reason of Merger with the Washington Irving Trust Company, dated June 4, 1947 in Liber\_297, Page 349.

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

(Notarial Seal)

THE COUNTY TRUST COMPANY  
By Edward P. Hanyen, Vice President.

Attest: Mary T. Lynch, Assistant Secretary.

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 24th day of October 1950.

Filed Oct 27, 1950, 11 A.M., Liber J.H.H. No. 297, folio 352.

Filed 13 November, 1950.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from said David L. Brown and Dorothy G. Brown, his wife, to Washington Irving Trust Company dated the 4th day of June, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 349, folio 297.

Amount of Loan	\$5900.00
Less - amount paid in principal	<u>349.00</u>
	5551.00
Plus - unpaid interest from 12/1/1949 to 12/19/1950	233.14
Plus - overdraft in expense account	<u>48.79</u>
	5832.93

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 18th day of December, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. Callahan, the Agent for said 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 19 Dec. 1950.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell-Baltimore Federal Building, 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, ~~authorized to do a surety business in 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 (\$5,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 19th day of December in the year nineteen hundred and fifty.

WHEREAS, the above bounden Walter S. Calwell, Assignee by virtue of the power contained in a Mortgage

from David I. Brown and Dorothy G. Brown his wife, to the Washington Irving Trust Company bearing date the 4th day of June nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 349, Folio 297, and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE 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:

\_\_\_\_\_  
" Corporate Seal)

Approved 19 Dec. 1950,

John H. Hopkins, 3rd, Clerk.

Filed 19 Dec. 1950.

MILITARY AFFIDAVIT

Walter S. Calwell, (SEAL)

NEW AMSTERDAM CASUALTY COMPANY,

By G. Lee Burgess

Vice President,

V. N. Mercier,

Assistant Secretary..

Docket 10,096

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 22nd day of December 1950 before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants David I. Brown and Dorothy G. Brown, 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 Defendant.

Walter S. Calwell - Affiant.

(Notarial Seal)

Clara M. Link - Notary Public

Filed 28 December, 1950.

CALLAHAN AND CALWELL, Solicitors  
7 St. Paul Street, Baltimore 2, Maryland.

ASSIGNEE'S SALE OF VALUABLE LEASEHOLD PROPERTY  
No. 5104 (formerly 304) Brookwood Road, Brookwood, Fifth  
District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from David I. Brown and Dorothy G. Brown, his wife, to Washington Irving Trust Company, dated June 4th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 349 folio 297 (default having occurred thereunder) the undersigned Assignee, will sell at Public Auction at the Court House Door on TUESDAY, DECEMBER 19th, 1950 at 3 P.M., all that leasehold lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:

Being known and designated as Lot No. 41 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10.  
( Subject to the payment of the annual ground rent of \$78.00).

The improvements consist of a 2 story brick, row, two story dwelling containing 6 rooms and 2 baths,

with full basement and modern facilities.

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.

SAM W. PATTISON & CO, Auctioneer.

WALTER S. CALWELL, Assignee

d-6

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated June 4th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 349, folio 297 from said David I. Brown and Dorothy G. Brown, his wife to Washington Irving Trust Company and duly assigned to Walter S. Calwell, Assignee, 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 19th day of December, 1950, at three P.M., attend at the Court House Door, and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 41 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 now known as No. 5104 (formerly 304) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto said property being subject to the payment of the annual ground rent of Seventy-eight (\$78.00) Dollars.

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The said property was sold to The County Trust Company, subject to the payment of the annual ground rent of Seventy-eight (\$78.00) Dollars, at and for the price 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 22nd day of December, 1950, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Clara M. Link, Notary Public.

Filed 28 Dec. 1950.

ORDER NISI

ORDERED this 28 day of December, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5 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 5 day of February next. The report states that the amount of sales to be \$5500.00

John H. Hopkins, 3rd, Clerk.

Filed 28 Dec. 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., Feb. 12, 1951

WE hereby certify, that the annexed Order Nisi -Eq. #10,096 Sale Daniel I. Brown 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 5th day of February, 1951. The first insertion being made the 4th day of January, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 3555.

By R. L. Brown

Filed 13 Feb. 1951

FINAL ORDER

ORDERED BY THE COURT, THIS 13th day of February, 1951, 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 13 Feb. 1951.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. March 5, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell, Assignee, vs David I. Brown and Dorothy G. Brown, his wife, in ac.

To Assignee for Fee, vis	50.00	
To Assignee for Commissions, viz:	<u>195.00</u>	245.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25.29	
Capital-Gazette Press- order nisi (sale)	8.00	
Capital-Gazette Press-order nisi (acct)	6.00	
New Amsterdam Casualty Co. - bond premium	24.00	
Sam W. Pattison & Co., -auctioneer's fee	20.00	
Clerk of Court - recording assignment	1.75	
One-half Federal revenue stamps	3.03	
One-half State revenue stamps	3.02	
Clara M. Link - notary fees	<u>1.20</u>	92.29
To The County Trust Company ,mortgagee- this balance on account mortgage claim	<u>5,134.15</u>	<u>5,134.15</u>
		<u>5,509.19</u>
Amount of mortgage claim filed	5,832.93	
Cr. Amount allowed as above	<u>5,134.15</u>	
Balance subject to decree in personam	698.78	
with Walter S. Calwell, Assignee		Cr.
1950 Dec. 19 Proceeds of Sale	<u>5,500.00</u>	5,500.00
Refund ground rent from 12/19/50 to 2/1/51	<u>9.19</u>	<u>9.19</u>
		<u>5,509.19</u>

Filed 8 March, 1951

ORDER NISI

ORDERED, This 8 day of March, 1951, That the Report and Account of the Auditor, filed this day in the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16 day of 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 16 day of April next.

Test; True Copy,

John H. Hopkins, 3rd, Clerk.

John H. Hopkins, 3rd, Clerk.

Filed 8 March, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 23, 1951

We hereby certify, that the annexed Order Nisi, -Auditor's Account-Eq. 10,096-David I. Brown was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland once a week for 3 successive weeks before the 16th day of April, 1951. The first insertion being made the 15th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

By D. B. Macey.

No. MG 147.

Filed 23 April, 1951

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 24th day of April, 1951, that the foregoing 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 24 April, 1951.

WALTER S. CALWELL,  
Attorney Named in Mortgage,

VS

PAUL E. CARVER AND  
ANNA J. CARVER, his wife.

:  
:  
:  
:  
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No. 10,097 EQUITY  
IN THE CIRCUIT COURT  
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 Paul E. Carver and Anna J. Carver, his wife, to The County Trust Company, dated June 23rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber JHH. No. 477 folio 458.

T. Worthington Brundige, III  
Attorney for Plaintiff.

Walter S. Calwell,  
Attorney Named in Mortgage.

Filed 19 Nov., 1950.

PLAINTIFF'S EXHIBIT A - MORTGAGE.

THIS MORTGAGE, Made this 23rd day of June, A. D. 1948, by and between PAUL E. CARVER and ANNA J. CARVER, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money, being part of the purchase money for the property hereinafter described, in the principal sum of SEVENTY-SIX HUNDRED Dollars (\$7600.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY in TARRYTOWN, WESTCHESTER COUNTY, N. Y., or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-SIX and 06/100 Dollars (\$46.06), commencing on the first

day of August, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1968. Privilege is reserved to pay this debt in whole or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

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

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

BEING known and designated as Lot No. 518 as laid out on Plat of property of The Ballman Company which plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The improvements whereon are known as 5318 (formerly 518) Brookwood Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, kitchen cabinets, plumbing accessories, ranges, light fixtures, laundry tray, screens, hot 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, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commission 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 principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

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

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

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

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

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

- (I) premium charges under the contract of insurance with the Federal Housing Administrator;
- (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the mortgage debt secured hereby; and
- (IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, 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 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, assessment, or insurance premiums when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the mortgage debt secured hereby, full payment of the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 1 preceding, as a credit against

the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

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

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

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

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

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

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

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S. Calwell or Joseph J. Callahan, its Attorney or Agent, at any time after such default to sell the property

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

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

ax

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 deal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Paul E. Carver (SEAL)

J. Hodge Smith

Anna J. Carver (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 23rd day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Paul E. Carver and Anna J. Carver 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 mortgagors are true and bona fide as therein set forth: and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

J. Hodge Smith

(Notarial Seal)

Notary Public

Recorded 6th July, 1948-at 2:45 P.M., in J.H.H. No. 477 Folio 458.

Filed 13 November, 1950.

STATEMENT OF MORTGAGE CLAIM.

STATEMENT of the Mortgage Claim of The County Trust Company under the mortgage from said Paul E. Carer and Anna J. Carver, his wife, to The County Trust Company dated the 23rd day of June, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477, Folio 458.

Amount of Loan	\$7600.00
Less-amount paid in principal	<u>383.85</u>
	7216.15
Plus- unpaid interest from 1/15/50 to 12/19/1950	<u>267.43</u>
	7483.58

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I hereby certift, that on this 18th day of December in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. Callahan, 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 19 December, 1950.

B O N D .

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell, Baltimore Federal Building, 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 SEVENTY-SEVEN HUNDRED AND 00/100 (\$7700.00) 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 19th day of December in the year nineteen hundred and fifty.

WHEREAS, the above bounden Walter S. Calwell, Attorney named in Mortgage, by virtue of the power contained in a Mortgage from vs. Paul E. Carver and Anna J. Carver, his wife, to the County Trust Company bearing date the 23rd day of June nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 477, Folio 458, and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered

in the presence of

Clara M. Link

WALTER S. CALWELL (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By J. F. Eierman

V. N. Mercier, Assistant Secretary

Attest:

(CORPORATE SEAL)

Witness L. R. H. Nichols

Approved this 19 December, 1950.

John H. Hopkins, 3rd, Clerk.

Filed 19 December 1950

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

Docket 10,097.

I HEREBY CERTIFY, That on this 22nd day of December, 1950, before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of law that the Defendants Paul E. Carver and Anna J. Carver, 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 that - - - is about - - -; and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell - Affiant

(Notarial Seal)

Clara M. Link, Notary Public

Filed 28 December, 1950

LEGAL NOTICES  
Callahan and Calwell, Solicitors  
7 St. Paul Street, Baltimore 2, Maryland.

ATTORNEY'S SALE OF VALUABLE LEASEHOLD PROPERTY. No. 5318 Formerly 518,

Brookwood Road. Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Paul E. Carver and Anna J. Carver, his wife, of The County Trust Company dated June 23rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477 folio 458 (default having occurred thereunder,) the UNDERSIGNED Attorney will sell at Public Auction at the Court House Door on TUESDAY, DECEMBER 19th, 1950, at 3:05 P.M., all that leasehold lot of ground, situate and lying near Brooklyn, Anne Arundel County and described as follows:

Being known and designated as Lot No. 518 on Plat of property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4, Plat No. 7.

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

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

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 the date of sale to settlement, taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

SAM W. PATTISON & CO., Auctioneer.

WALTER S. CALWELL, Attorney.

d.-c

Filed 28 December, 1950

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney named in Mortgage, dated June 23rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 477 folio 458 from said Paul E. Carver and Anna J. Carver, 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 19th day of December, 1950 at 3.05 P.M., attend at the Court House Door, and then and there sold the fee simple property situate, lying and being in Anne Arundel County, being known and designated as Lot No. 518 as laid down and shown on Plat of property of the Ballman

Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5318 (formerly 518) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The said property was sold to The County Trust Company, in fee simple, at and for the price of Sixty-five Hundred -- (\$6500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of December, 1950 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

Clara M. Link, - Notary Public

(Notarial Seal)

Filed 28 December, 1950.

ORDER NISI

ORDERED, this 28 day of December, 1950, That the sale of the Real Estate in these proceedings mentioned, 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 5 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 5 day of February next.

The report states that the amount of sales to be \$6,500.00.

John H. Hopkins, 3rd, Clerk.

Filed 28 December, 1950.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Feb. 12, 1951.

We hereby certify, that the annexed Order Nisi- Eq., #10,097 Sale- Paul E. Carver 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 5th day of February, 1951. The first insertion being made the 4th day of January, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 3554

By R. L. Brown,

filed 13 February, 1951.

FINAL ORDER

ORDERED BY THE COURT, This 13th day of February, 1951, 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 13 February, 1951.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. March 5, 1951. All of which is respectfully submitted.

Laura R. Jickling, Auditor.





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

BEGINNING for the same at the intersection formed by the west line of First Street, as now laid out fifty-five feet wide and the extension easterly of the centerline of a party wall constructed in part on the land herein described, said point of beginning being also distant one hundred sixty-eight feet nine inches southerly measured along the west line of First Street, from the south line of Townsend Avenue, as now laid out thirty feet wide and running thence continuously north seventy-eight degrees west one hundred feet, binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended westerly to intersect the east line of a fifteen foot alley as now laid out with the right of user in common with others; thence, binding on the east line of said alley south twelve degrees west seventeen feet ten inches, to the intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described; thence continuously south seventy-eight degrees east one hundred feet; binding on the centerline of said party wall so extended, the centerline of said party wall and the centerline of said party wall extended easterly to intersect the said west line of First Street, thence binding on the said west line of First Street, north twelve degrees east seventeen feet ten inches to the place of beginning. The improvements thereon being known as No. 916 First Street.

BEING THE SAME PROPERTY WHICH, BY DEED OF EVEN DATE HEREWITH, AND RECORDED OR INTENDED TO BE RECORDED among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the within named Mortgagors, in fee simple.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple.

TOGETHER WITH all bathroom fixtures, <sup>equipment</sup> and accessories, breakfast nook furniture, all kitchen cabinets, hot water heater, has and electric ranges, laundry tubs, built in medicine cabinets, screens, screen doors storm windows, storm doors, lighting fixtures, heating plant, piping, radiators, oil burner units, piping tubing and motors used in connection therewith.

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

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

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

(a) If this Mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual

mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessment 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 subdivisions of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth.

- (I) premium charges under the contract of insurance with the Federal Housing Administrator;
- (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the mortgage debt secured hereby; and
- (IV) amortization of the principal of said debt.

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

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

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage

debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum ( $4\frac{1}{2}\%$ ) per annum and shall be secured by this mortgage.

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

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

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

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 2 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable and it shall be lawful for the said Mortgagee, its successors and assigns, or J. Milton Brandt, its Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making 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, 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 signatures and seals of the Mortgagor(s) on the day and year first above written.

Witness:

Albert E. Mitchell.

Arnold W. Cooper (SEAL)

Helen Ilene Cooper (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this eighteenth day of May, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ARNOLD W. COOPER and HELEN ILENE COOPER, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

(Notarial Seal)

Albert E. Mitchell, Notary Public

Recorded 21st May, 1949-at 12:00 M. Liber J.H.H. No. 470, folio 80.

SHORT ASSIGNMENT.

For Value Received, and without recourse, The Title Guarantee Company, hereby assigns the within mortgage to The County Trust Company, Tarrytown, N.Y.

Witness the Corporate Seal of said Company, and the signature of Vice President this 18th day of May 1948.

Attest:

(Corporate Seal)

THE TITLE GUARANTEE COMPANY

Clifford L. Knight, Asst. Secretary.

George H. Schmidt, Vice -President.

Recorded 21st May 1948 at 12:00 M. Liber J.H.H. No. 470, Folio 83.

This rider is attached to and is a part of a certain mortgage made by Arnold W. Cooper and Helen Ilene Cooper, his wife, to The Title Guarantee Company dated May 18th, 1948, and recorded May 21st, 1948 in Liber

470, page 83, and the same date assigned to The County Trust Company.

For value received, The County Trust Company, Tarrytown, New York, on this 21st day of July, 1950, hereby assigns the within and foregoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTEST:

THE COUNTY TRUST COMPANY

(Corporate Seal)  
Mary T. Lynch, Assistant Sec.

By Edward P. Hanyen, Vice President.

The signature of Edward P. Hanyen, Vice President; has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 21st day of July, 1950.

Filed 13 November 1950.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from said Arnold W. Cooper and Helen Ilene Cooper, his wife to The Title Guarantee Company dated the 18th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 470 Folio 80.

Amount of Loan	\$6400.00
Less- amount paid in principal	<u>434.71</u>
	5965.29
Plus-unpaid interest from 5/1/1950 to 12/19/1950	<u>151.12</u>
	6116.41
Less- balance in expense account	<u>58.99</u>
	\$6057.42

STATE OF MARYLAND, CITY OF BALTIMORE, SCT.

I HEREBY CERTIFY, that on this 18th day of December, in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. 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 seal. Notarial.

Clara M. Link, Notary Public

(Notarial Seal)

Filed 19 Dec. 1950.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell-Baltimore Federal Building, 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 THREE HUNDRED AND 00/100 (\$6,300.00) 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 19th day of December, in the year nineteen hundred and fifty.

WHEREAS, the above bounden Walter S. Calwell, Assignee, by virtue of the power contained in a Mortgage from Arnold W. Cooper and Helen Ilene Cooper, his wife, to the Title Guarantee Company bearing date the 18th day of May nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 470, Folio 80, and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden 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.

J.H.H. No. 69 Equity

Signed, sealed and delivered

Walter S. Calwell, (SEAL)

in the presence of

NEW AMSTERDAM CASUALTY COMPANY

Clara M. Link

By G. Lee Burgess,

Attest: \_\_\_\_\_ (Corporate Seal)

Vice-President

Approved 19 Dec. 1950,

John H Hopkins, 3rd, Clerk.

Filed 19 December, 1950

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

Docket 10,098 Folio

I HEREBY CERTIFY, that on this 22nd day of December, 1950, before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of law that the Defendants Arnold W. Cooper and Helen Ilene Cooper, 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 Defendant.

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

Filed 28 December, 1950.

CALLAHAN AND CALWELL, SOLICITORS  
#7 St. Paul Street, Baltimore 2, Maryland.  
ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

No. 916 First Street, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Arnold W. Cooper and Helen Ilene Cooper, his wife, to The Title Guarantee Company, dated May 18th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 470 folio 80 (default having occurred thereunder) the undersigned, Assignee will sell at Public Auction at the Court House Door on TUESDAY, DECEMBER 19th, 1950 at 3:15 P.M., all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:

BEGINNING for the same at the intersection formed by the west line of First Street, as now laid out 55 feet wide and the extension easterly of the centre line of a party wall constructed in part on the land herein described, said point of beginning being also distant 168 feet 9 inches southerly measured along the west line of First Street from the south line of Townsend Avenue, as now laid out 30 feet wide, and running thence continuously north 78 degrees west 100 feet, binding on the centre line of said party wall so extended the centre line of said party wall and the centre line of said party wall extended westerly to intersect the east line of a 15 foot alley as now laid out with the right of user in common with others, thence binding on the east line of said alley south 12 degrees west 17 feet 10 inches to intersection formed by the east line of said alley and the extension westerly of a party wall constructed in part on the land herein being described, thence continuously south 78 degrees east 100 feet, binding on the centre line of said party wall so extended, the centre line of said party wall and the centre line of said party wall extended easterly to intersect the said west line of First Street, thence binding on the said west line of First Street north 12 degrees east 17 feet 10 inches to the place of beginning.

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

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 the date of <sup>sale to</sup> 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 &amp; CO. AUCTIONEER.

WALTER S. CALWELL, ASSIGNEE

## REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated May 18th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 470 folio 80 from said Arnold W. Cooper and Helen Ilene Cooper, his wife, to The Title Guarantee Company and duly assigned to Walter S. Calwell, Assignee, 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 19th day of December, 1950, at 3.15 P.M., at the Court House Door and then and there sold the fee simple property situate, lying and being in Anne Arundel County on the west line of First Street, 55 feet wide, distant 168 feet 9 inches south of Townsend Avenue, 30 feet wide, fronting southwesterly 17 feet 10 inches with an even depth northwesterly of 100 feet to the east line of a 15 foot alley, the improvements whereon are known as No. 916 First Street, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District Liens, if any, be adjusted to day of sale.

The said property was sold to The County Trust Company, in fee simple, 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 2nd day of December, 1950 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Assignee and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Clara M. Link, Notary Public.

Filed 28 December, 1950

ORDER NISI

ORDERED, this 28 day of December, 1950, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5 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 5 day of February next. The report states that the amount of sales to be \$5500.00.

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

John H. Hopkins, 3rd, Clerk.

j-25

Filed 28 Dec. 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md., Feb. 12, 1951.

We hereby certify, that the annexed Order Nisi-Eq. #10,098 Sale ARNOLD W. COOPER 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 5th day of February, 1951. The first insertion being made the 4th day of January, 1951.

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

No. MG. 3553

Filed 13 February, 1951



WE hereby certify that the annexed Order Nisi- Auditor's Account-Eq. 10,098-Arnold Cooper was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of April, 1951. The first insertion being made the 15th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 145

By D. B. Macey

Filed 18 April, 1951

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDERED BY THE COURT, this 19th day of April, 1951, that the foregoing 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 19 April, 1951

WALTER S. CALWELL,  
Attorney named in Mortgage  
vs  
GEORGE H. CRAWFORD and  
HELEN CRAWFORD, his wife.

No. 10,099 EQUITY  
IN THE CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY.

ORDER TO DOCKET SUIT.

Mr. Clerk:

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

- 1. Original Mortgage from the said George H. Crawford and Helen Crawford, his wife, to The County Trust Company, dated June 9th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 474 folio 27.

Walter L. Clark, Attorney named in mortgage.  
T. Worthington Brundige, III,  
Attorney for Plaintiff.

Filed 13, Nov. 1950

MORTGAGE

THIS MORTGAGE, Made this 9th day of June, A.D., 1948, by and between GEORGE H. CRAWFORD and HELEN CRAWFORD, HIS WIFE, OF ANNE ARUNDEL COUNTY, in the State of Maryland, hereinafter called the Mortgagor, and The COUNTY TRUST COMPANY a corporation organized and existing under the laws of the State of NEW YORK, HEREINAFTER called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money, being part of the purchase money for the property hereinafter described, in the principal sum of SEVENTY-SIX HUNDRED Dollars (\$7600.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, IN TARRYTOWN, WESTCHESTER COUNTY, N.Y., or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-SIX and 06/100 Dollars (\$46.06), commencing on the first day of August, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing

Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

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

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

BEING known and designated as Lot No. 402 on the plat of the property of The Ballman Company which Plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The Improvements whereon are known as 502 (formerly 402) Brookwood Road.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid Lot or parcel of ground, kitchen cabinet, plumbing accessories, ranges, laundry tray, light fixtures, screens, hot 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, forever in fee simple.

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

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

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

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

said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagor shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

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

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

- (I) premium charges under the contract of insurance with the Federal Housing Administrator;
- (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the mortgage debt secured hereby; and
- (IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, 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.

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

3. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines, or impositions, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by

the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four per cent (4%) per annum and shall be secured by this mortgage.

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

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

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

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

8. The Mortgagee 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 said 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 30 days 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 of said 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 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

J. Hodge Smith

George H. Crawford

(SEAL)

Helen Crawford

(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I HEREBY CERTIFY, That on this 9th day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared George H. Crawford and Helen Crawford his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

(Notarial Seal

J. Hodge Smith, Notary Public.

Recorded June 15th, 1948, at 2:00 P.M. J.H.H. 474-Fol. 27.

STATEMENT OF MORTGAGE DEBT.

Equity Docket 10,099.

Statement of the Mortgage Claim of The County Trust Company under the mortgage from the said George H. Crawford and Helen Crawford, his wife, to the County Trust Company dated the 9th day of June, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 474 Folio 27.

Amount of Loan	\$7600.00
Less amount paid in principal	<u>450.69</u>
	7149.91
Plus unpaid interest from 4/1/1950 to 12/19/1950	<u>204.96</u>
	7354.87
Less - balance in expense account	<u>37.22</u>

\$7317.65

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, that on this 18th day of December in the year nineteen hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. 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 19 December, 1950.

B O N D .

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell-Baltimore Federal Building, 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 SEVEN THOUSAND FIVE HUNDRED AND 00/100 (\$7,500.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 19th day of December, in the year nineteen hundred and fifty.

WHEREAS, the above bounden Walter S. Calwell, Attorney Named in Mortgage by virtue of the power contained in a Mortgage from George H. Crawford and Helen Crawford, his wife, to the County Trust Company, bearing date the 9th day of June nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 474, Folio 27, and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered

Walter S. Calwell, (SEAL)

in the presence of

NEW AMSTERDAM CASUALTY COMPANY,

Clara M. Link, ,

By G. Lee Burgess, Vice President

Attest: \_\_\_\_\_ (CORPORATE SEAL)

Approved 19 Dec., 1950, John H. Hopkins, 3rd, Clerk.

Filed 19 Dec. 1950

MILITARY AFFIDAVIT

Docket 10,099.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of December 1950, before me, the subscriber, a Notary Public in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants George H. Crawford and Helen Crawford, 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 Defendant.

Clara M. Link, Notary Public. (Notary Seal)

Walter S. Calwell, Affiant.

Filed 28 Dec. 1950

## ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

NO. 5202 (formerly 402) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority in a Mortgage from George H. Crawford and Helen Crawford, his wife, to The County Trust Company, dated June 9th, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 174 folio 27 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door on TUESDAY, DECEMBER 19th, 1950 AT 3:10 P.M. all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:

Being known and designated as Lot No. 402 on the Plat of the property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4, Plat No. 7. The improvements consist of a 2 story brick, row, two story dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

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 the date of sale, to settlement, taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to day of sale.

Sam W. Pattison & Co. Auctioneer.

Walter S. Calwell, Attorney.

## 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 9th, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 474 folio 27 from said George H. Crawford and Helen Crawford, 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 19th day of December, 1950, at 3:10 P.M., attend at the Court House Door and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 402 on the Plat of the property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5202 (formerly 402) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) 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 property was sold to the County Trust Company in fee simple, at and for the price of Sixty-five Hundred (\$6500.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell,  
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of December, 1950, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney named in Mortgage and made oath in due form of law that the facts stated in the foregoing

Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Clara M. Link, Notary Public.

Filed 28 December, 1950.

ORDER NISI

ORDERED, this 28th day of December, 1950, That the sale of the Real Estate in these Proceedings mentioned, 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 5 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 5 day of February next. The Report states that the amount of sales to be \$6500.00.

John H. Hopkins, 3rd, Clerk.

Filed 28 Dec. 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 12, 1951

We hereby certify, that the annexed Order Nisi Eq. #10,099 Sale GEORGE H. CRAWFORD 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 5th day of February, 1951. The first insertion being made the 4th day of January, 1951.

THE CAPITAL GAZETTE PRESS, INC.,  
BY R. L. Brown,

No. MG 3552

Filed 13 Feb. 1951

FINAL ORDER

ORDERED BY THE COURT, This 13th day of February, 1951, 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 13 February, 1951

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. March 6, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor

Dr. Walter S. Calwell, Attorney named in Mortgage, vs George H. Crawford and Helen Crawford, his wife, in ac. with Walter S. Calwell, Attorney named in Mortgage. Cr.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	<u>225.00</u>	275.00
To Attorney for Court costs, viz:.		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	25.29	
Capital-Gazette Press - order nisi (sale)	8.00	
Capital-Gazette Press - order nisi (acct)	6.00	
New Amsterdam Casualty Co.- bond premium	30.00	
Sam W. Pattison & Co.- auctioneer's fee	20.00	

cf

One-half Federal revenue stamp	3.58	
One-half State revenue stamp	3.57	
Clara M. Link - notary fees	<u>1.20</u>	97.64
To The County Trust Company, mortgagee - this balance on account Mortgage claim	<u>6,089.61</u>	<u>6,089.61</u>
		<u>6,500.00</u>
Amount of mortgage claim filed	7,317.65	
Cr. Amount allowed as above	<u>6,089.61</u>	
Balance subject to decree in personam	1,228.04	
1950 Dec. 19 Proceeds of Sale	<u>6,500.00</u>	<u>6,500.00</u>

Filed 8 March, 1951

ORDER NISI

g

ORDERED, This 8 day of March, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16 day of 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 16 day of April next.

John H. Hopkins, 3rd, Clerk.

Filed 8 March, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 17, 1951

We hereby certify, that the annexed Order Nisi- Auditors Account -Eq.-10,099 George H. Crawford was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of April, 1951. The first insertion being made the 15th day of March, 1951.

THE CAPITAL GAZETTE PRESS, INC.,  
By D. B. Macey

No. MG. 146

Filed 18, April, 1951

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 19th day of April, 1951, that the foregoing Report and Account of the Auditor be and the same is here 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 19 April, 1951

WALTER S. CALWELL,  
Attorney Named in Mortgage,

VS

JOHN J. BRUNNER  
(also known as John J. Bruner, Jr.,)  
HALLIE M. BRUNER, his wife.

NO. 10,121 IN EQUITY  
IN THE CIRCUIT COURT  
FOR  
ANNE ARUNDEL COUNTY.

af

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 John J. Bruner (also known as John J. Bruner, Jr.,) and Hallie M. Bruner, his wife to The County Trust Company, dated September 3rd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 430, folio 55.

Thomas W. Brundage, III,  
Attorney for Plaintiff

Walter S. Calwell,  
Attorney Named in Mortgage.

Filed 7 December, 1950

Plaintiff's Exhibit No. A

MORTGAGE

THIS MORTGAGE, MADE this 3rd day of September, A.D., 1947, by and between JOHN J. BRUNNER, also known as John J. Bruner, Jr., and HALLIE M. BRUNNER, 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 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 until maturity; such payment to be applied to 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. uf

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. 136 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 213 Southerly 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 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 indebtedness) or if there be a default in any of the conditions or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

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

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

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

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

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

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

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

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and

payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

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

- (I) premium charges under the contract of insurance with the Federal Housing Commissioner:
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums:
- (III) interest on the mortgage debt secured hereby; and
- (IV) amortization of the principal of said debt.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under 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 <sup>premises</sup> ~~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 assurance thereof as may be required.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns or 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 council 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 thereto, 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:

John J. Bruner (SEAL)

Meredith R. Wilson

Hallie M. Bruner (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, To wit:

I HEREBY CERTIFY: That on this 3rd day of September, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared John J. Bruner and Hallie M. Bruner, his wife, the above named John J. Bruner and Hallie M. Bruner, his wife, the above named Mortgagors and they acknowledged the foregoing Mortgage to be their act.

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

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

(Notarial Seal)

Meredith R. Wilson, Notary Public.

Recorded 10th September, 1947, at 11:30 A.M., Liber J.H.H. No. 430, Folio 55.

Filed 7 December, 1950.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the Mortgage from said John J. Bruner (also known as John J. Bruner, Jr.) and Hallie M. Bruner, his wife to The County Trust Company, dated the 3rd day of September, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 430 folio 55.

Amount of Loan	\$5900.00
Less amount paid in principal	<u>349.00</u>
	5551.00
Plus unpaid interest from 3/10/1950 to 1/23/1951	<u>193.05</u>
	5744.05
Less balance in expense account	<u>15.39</u>
	5728.66

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of January, in the year one thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared Joseph J. Callahan, 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 23 Jan. 1951

B O N D .

KNOW ALL MEN BY THESE PRESENTS: THAT WE, Walter S. Calwell of 7 St. Paul Street, Baltimore, Maryland, as principal, and New Amsterdam Casualty Company a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand and 00/100 (\$6,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents; Sealed with our seals, and dated this 23rd day of January, in the year of our Lord one thousand nine hundred and fifty-one.

WHEREAS, the above bounden Walter S. Calwell-Attorney Named in Mortgage by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell property mentioned in the proceedings in the case of The County Trust Company, vs. John J. Brunner and Hallie M. Brunner, his wife, now pending in said Court.

NOW THE CONDITION OF the above OBLIGATION is such, THAT IF THE ABOVE BOUNDEN Walter S. Calwell 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

Clara M. Link, as to all

(Corporate Seal)

Walter S. Calwell, (Seal)

New Amsterdam Casualty Company (Seal)

By G. Lee Burgess, Vice President (Seal)  
V. W. Mercier,  
Assistant Secretary

Approved this 23 January, 1951 John H. Hopkins, 3rd, Clerk.

Filed 23 Jan. 1951

MILITARY AFFIDAVIT

Docket No. 10,121 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th day of September, 1951, 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 John J. Brunner (also known as John J. Brunner, Jr.) and Hallie M. Brunner, 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 Service 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

(Notarial Seal)

Filed 30 January, 1951

Clara M. Link, Notary Public

ADVERTISEMENT OF SALE.

CALLAHAN AND CALWELL, SOLICITORS.

ST. Paul and Fayette Streets, Baltimore 2, Maryland.

ATTORNEY'S SALE OF VALUABLE LEASEHOLD PROPERTY No. 213 SOUTHERLY  
ROAD, BROOKWOOD, FIFTH DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power and authority <sup>contained</sup> in a Mortgage from John J. Brunner (also known as John J. Brunner, Jr.) and Hallie M. Brunner, his wife, to The County Trust Company, dated September 3rd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 430 folio 55 (default having occurred thereunder) the undersigned Attorney Named in Mortgage will sell at Public Auction at the Court House Door on TUESDAY, JANUARY 23rd, 1951 at 3 P.M., all that leasehold lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:

Being known and designated as Lot No. 136 as laid down and shown on the Plat of Brookwood, which

Plat is 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. 213 Southerly Road. Subject to the payment of the annual ground rent of \$78.00 and to any restrictions covenants and Utility Agreements of record, affecting the property. The improvements consist of a 2 story brick 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

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 the date of sale of settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments, and public charges to be adjusted to date of sale.

SAM W. PATTISON & CO.,  
Auctioneer

WALTER S. CALWELL,  
Attorney named in Mortgage.

j-4

REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 3rd, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 430, folio 55 from said John J. Brunner (also known as John J. Brunner, Jr.) and Hallie M. Brunner, 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 23rd day of January, 1951, at three P.M., attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County, being known and designated as Lot No. 136 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. 213 Southerly Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto, said property is subject to the payment of the annual ground rent of \$78.00.

BY TERMS OF SALE, a cash deposit of Five hundred (\$500.00) 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 (\$5800.00) 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 25th day of January, 1951, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal).

Clara M. Link, Notary Public.

Filed 30 Jan. 1951.

ORDER NISI

ORDERED, this 30 day of January, 1951, That the sale of the Real Estate in these proceedings mentioned, made and reported to Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12 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 12 day of March next. The report states that the amount of sales to be \$5800.00

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

John H. Hopkins, 3rd, Clerk

Filed 30 January 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 3, 1951

We hereby certify, that the annexed Order Nisi-Sale-Eq. #10,121 John J. Brunner 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 12th day of March, 1951, The first insertion being made the 1st day of February, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 3630

By R. L. Brown.

Filed 13 March, 1951

FINAL ORDER

ORDERED BY THE COURT, This 14th day of March, 1951, 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 14 March, 1951

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 3, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, Vs. John J. Brunner (also known as John J. Brunner, Jr.) and Hallie M. Brunner, his wife, in ac. with Walter S. Calwell, Attorney named in Mortgage, Cr.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	<u>204.00</u>	254.00
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	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	28.14	
Capital-Gazette Press- order nisi (sale)	8.00	
Capital-Gazette Press-order nisi (acct.)	6.00	
New Amsterdam Casualty Co.-bond premium	24.00	
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	<u>1.20</u>	93.94
To The County Trust Company, mortgagee - this balance on account mortgage claim	<u>5,414.31</u>	<u>5,414.31</u>
		<u>5,800.00</u>
Amount of mortgage claim filed	5,728.66	
Cr. Amount allowed as above	<u>5,414.31</u>	
	314.35	
1951 Jan. 23 Proceeds of Sale	<u>5,800.00</u>	<u>5,800.00</u>
		<u>5,800.00</u>

ORDER NISI

ORDERED, This 7 day of April, 1951, That the Report and Account of the Auditor, filed in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14 day of 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 14 day of May; next.

John H. Hopkins, 3rd, Clerk.

Filed 7 April, 1951.

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1951.

We hereby certify, that the annexed Order Nisi- Aud. Acct.- Equity 10,121-JOHN J. BRUNNER was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of May, 1951. The first insertion being made the 12th day of April, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,  
By Lillian L. French

*cf*

Filed 16 May, 1951

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 16th day of May, 1951, that the foregoing 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.

Filed 16, May, 1951 Benjamin Michaelson, Judge.

WALTER S. CALWELL, Attorney Named in Mortgage	:	NO. 10,131 EQUITY
	:	IN THE CIRCUIT COURT FOR
Vs.	:	ANNE ARUNDEL COUNTY
RAYMOND JOSEPH MARCHETTI AND ROSE MARIE MARCHETTI, his wife.	:	(In Equity)
	: : : : : : : : : : :	

Mr. Clerk:

Please docket the above entitled case and file among the papers the following instrument marked "Plaintiff's Exhibit "A" -  
1. Original Mortgage from the said Raymond Joseph Marchetti and Rose Marie Marchetti, his wife to the Baltimore Federal Savings and Loan Association, dated March 24th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 563 folio 323.

Walter S. Calwell,  
Attorney named in Mortgage.

*cf*

Filed 16 Dec., 1950.

PLAINTIFF'S EXHIBIT A. MORTGAGE.

THIS MORTGAGE, made this 24th day of March, A.D. 1950, by and between RAYMOND JOSEPH MARCHETTI, and ROSE MARIE, ARVHETTI /his wife, of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, ORGANIZED AND EXISTING UNDER THE LAWS OF THE United States of America hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, being a member of the Mortgagee; is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of eighty-five hundred fifty Dollars (\$8550.00), being part of the purchase money for the property hereinafter described, 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 BALTIMORE FEDERAL

SAVINGS AND LOAN ASSOCIATION in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of forty-five dollars and fourteen cents (\$45.14), commencing on the first day of April, 1950, and continuing on the first day of April, 1950, 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 March, 1975. 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.), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING for the same at an iron pipe here set at the intersection of the northmost side of Riverside Drive with the west side of 4th Street; said iron pipe marked the southeast corner of lot #334 as shown on the plat of Magothy Beach made from a survey by J. Spence Howard, C.E., and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4, Plat No. 15; thence from the point of beginning so fixed and running along the said north most side of Riverside Drive, south seventy-five degrees forty-five minutes west sixty and no one-hundredths feet to an iron pipe here set at the intersection of the said northmost side of Riverside Drive with the division line between lots 331 and 332, as shown on said plat; thence with said division line extended through lot 327 north six degrees no minutes west one hundred <sup>twenty</sup> and sixty-one one-hundredths feet to an iron pipe here set in the division line between lots 327 and 326; thence with part of said division line between lots 326 and 327, north eighty four degrees no minutes east fifty-nine and thirty-eight one-hundredths feet to an iron pipe here set on the aforementioned west side of 4th Street; thence along said west side of said 4th Street south six degrees no minutes east one hundred twelve and no one-hundredths feet to the point of beginning. CONTAINING 6,906 square feet of land more or less according to a survey made by James D. Hicks, County Surveyor, in October, 1949. BEING lots 332 and 333 and 334 and part of 327 as shown on the above mentioned plat.

BEING the same lot of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Magothy Homestead Corporation unto said Mortgagors herein.

TOGETHER WITH all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with 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: Electric range, electric washer, electric refrigerator and electric wiring.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

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

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

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

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, 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, 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, and of which the Mortgagor is notified) 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.

(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:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

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 an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor 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 Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) 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 amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. 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.

4. 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. 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 thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, 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 first 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 and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond ~~beyond~~ the ultimate maturity of the note first described above.

6. 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.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration 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 Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions 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. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty (30) days, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, its successors and assigns, or Walter S. Calwell and 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 20 days notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of seventy-five Dollars (\$75.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second: to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third, to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; 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.

If the indebtedness secured hereby be guaranteed or insured under the 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. u

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 Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Meredith R. Wilson

Raymond Joseph Marchetti (SEAL)

Rose Marie Marchetti (SEAL)

STATE OF MARYLAND, Baltimore City, to wit:

I HEREBY CERTIFY, That on this 24th day of March, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared RAYMOND JOSEPH MARCHETTI and ROSE MARIE MARCHETTI, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

(NOTARIAL SEAL)

MEREDITH R. WILSON, NOTARY PUBLIC.

Recorded 29th March 1950, at 1:15 P.M., Liber J.H. No. 563 folio 323.

Filed 16 December, 1950

STATEMENT OF MORTGAGE DEBT

Amount of Loan	\$8550.00
Less - amount paid in principal	<u>8550.00</u>
Plus - unpaid interest to 1/23/1951	<u>118.35</u>
	8668.35
Plus - overdraft in expense account	<u>.40</u>
	\$8668.75

STATE OF MARYLAND, CITY OF BALTIMORE, SCT:

I HEREBY CERTIFY, That on this 22nd day of January in the year nineteen hundred and fifty-one, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

(Notarial Seal)

Clara M. Link, Notary Public.

Filed 23 January, 1950

TRUSTEE'S BOND

No. 10,131 Equity

KNOW ALL MEN BY THESE PRESENTS: That We, Walter S. Calwell of 7 St. Paul Street, Baltimore, Maryland, as principal, and New Amsterdam Casualty, a corporation of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand and 00/100 (\$9,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 23rd day of January in the year of our Lord one thousand nine hundred and fifty-one.

WHEREAS, The above bounden Walter S. Calwell, Attorney Named in Mortgage, by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County, has been appointed trustee to sell property mentioned in the proceedings in the case of Baltimore Federal Savings and Loan Association vs Raymond Joseph Marchetti & Rose Marie Marchetti, his wife, now pending in said Court.

Now the Condition of the above Obligation is such, THAT IF THE ABOVE BOUNDEN Walter S. Calwell 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

Clara M. Link, as to all. (CORPORATE SEAL)

Walter S. Calwell (SEAL)

New Amsterdam Casualty Company (SEAL)  
By G. Lee Burgess, Vice President (SEAL)  
V. N. Mercier, Assistant Secretary.

Approved this 23rd January, 1951.

John H. Hopkins, 3rd, Clerk.

Filed 23 Jan. 1951

MILITARY AFFIDAVIT

No. 10,131 Equity

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 25th day of January, 1951, before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland, aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendant Raymond Joseph Marchetti and Rose Marie Marchetti, his wife against whom foreclosure proceedings were instituted is not in the Military Service of the United States,

or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell, Affiant.

Clara M. Link, Notary Public.

(Notarial Seal.)

Filed 30 Jan. 1951

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE PROPERTY

No. 2 RIVERSIDE DRIVE, MAGOTHY BEACH, ANNE ARUNDEL COUNTY, MARYLAND .

Under and by virtue of the power and authority contained in a Mortgage from Raymond Joseph Marchetti and Rose Marie Marchetti, his wife to Baltimore Federal Savings and Loan Association, dated March 24th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 563 folio 323 (default having occurred thereunder) the undersigned Attorney Named in Mortgage will sell at Public Auction on the premises on TUESDAY, JANUARY 23RD, 1951 AT 4 P.M. all that lot of ground situate and lying at Magothy Beach, Anne Arundel County, Maryland, and described as follows:

BEGINNING FOR THE same at an iron pipe here set at the intersection of the northmost side of Riverside Drive with the west side of 4th Street; said iron pipe marks the southeast corner of lot No. 334 as shown on the plat of Magothy Beach made from a survey of J. Spence Howard, C.E., and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-4 Plat No. 15; thence from the point of beginning so fixed and running along the said north most side of Riverside Drive, south seventy-five degrees forty-five minutes west sixty and no one-hundredths feet to an iron pipe here set at the intersection of the said northmost side of Riverside Drive with the division line between lots 331 and 332 as shown on said plat; thence with said division line extended through lot 327 north six degrees no minutes west one hundred twenty and sixty-one one-hundredths feet to an iron pipe here set in the division line between lots 327 and; thence with part of said division line between lots 326 and 327, north eight-four degrees no minutes east fifty-nine and thirty-eight one-hundredths feet to an iron pipe here set on the aforementioned west side of 4th Street; thence along said west side of said 4th Street south six degrees no minutes east one hundred twelve and no one-hundredths feet to the point of the beginning. CONTAINING 6,906 square feet of land more or less according to a survey made by James D. Hicks, County Surveyor, in October, 1949. BEING lots 332 and 333 and 334 and part of 327 as shown on the above mentioned plat. cf

In fee simple subject to any restrictive covenants and Utility Agreements, of record affecting the property.

The improvements consist of 1½ story, frame asbestos shingled semi-bungalow containing 6 rooms and bath oil heat.

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 the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

SAM W. PATTISON & CO., Auctioneers.

WALTER S. CALWELL, Attorney Named in Mortgage  
j-1

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated March 24th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 563 folio 323 from said Raymond Joseph Marchetti and Rose Marie Marchetti, his wife, to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:-

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted

in "The Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive Weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 23rd day of January, 1951, at four P.M., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County on the northwest corner of Riverside Drive and Fourth Street, fronting southwesterly along Riverside Drive 60 feet with an irregular depth northwesterly, being Lots Nos. 332, 333, 334 and part of 327 as shown on Plat of Magothy Beach, which Plat is recorded among the Land Records of Anne Arundel County in Cabinet No. 1 Rod A-4 Plat No. 15, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE: a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The said fee simple property was sold to the Baltimore Federal Savings and Loan Association, at and for the sum of Seventy-two Hundred (\$7200.00) 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 25th day of January, 1951, 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- Notary Public

(Notarial Seal)

Filed 30 January, 1951

ORDER NISI

ORDERED, this 30 day of January, 1951, That the sale of the Real Estate in these Proceedings mentioned 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 12 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 12 day of March next. The report states that the amount of sales to be \$7200.00.

John H. Hopkins, 3rd, Clerk.

Filed 30 January 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1951.

We hereby certify, that annexed Order Nisi-Eq. #10,131 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 21th day of March 1951. The first insertion being made the 1st day of February, 1951.

No. MG. 3632

THE CAPITAL-GAZETTE PRESS, INC.,

Filed 13 March, 1951

FINAL ORDER.

ORDERED BY THE COURT, This 14th day of March, 1951, 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 13 March, 1951

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 3, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, Vs. Raymond Joseph Marchetti and Rose Marie Marchetti, his wife, in ac. with Walter S. Calwell, Attorney named in Mortgage Cr.

To Attorney for Fee, viz:	75.00	
To Attorney for Commissions, as agreed	200.00	
		275.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	9.00	
		37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	40.32	
Capital-Gazette Press - order nisi (sale)	8.00	
Capital-Gazette Press - order nisi (acct)	6.00	
New Amsterdam Casualty Co.-bond premium	36.00	
Sam W. Pattison & Co.-auctioneer's fee	25.00	
One-half Federal revenue stamps	4.13	
One-half State revenue stamps	4.12	
Clara M. Link - notary fees	1.20	
		124.77
To Baltimore Federal Savings & Loan Ass'n., mortgagee- this balance on account mortgage claim	6,762.48	6,762.48
		7,200.00
Amount of Mortgage claim filed	8,668.75	
Cr. Amount allowed as above	6,762.48	
Balance subject to decree in personam	1,906.27	
1951 Jan. 23 Proceeds of Sale	7,200.00	7,200.00

Filed 7 April, 1951

ORDER NISI

ORDERED, This 7 day of April, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14 day of 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 14 day of May next.

Filed April 7, 1951.

John H. Hopkins, 3rdm Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 15, 1951.

We hereby certify that the annexed Order Nisi-Aud. Acct., Equity 10,131 Raymond Joseph Marchetti was published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of May, 1951. The first insertion being made the 12th day of April, 1951.

The Capital Gazette Press, Inc.,  
By Lillian L. French.

Filed 16 May, 1951

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 16th day of May, 1951, that the foregoing 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 according with a due proportion of interest as the same has been or may be received.

Filed 16 Mat, 1951.

Benjamin Michaelson, Judge.

WILMER SMITH : No. 10,114 EQUITY  
 Edgewater, Maryland, Plaintiff, :  
 VS : IN THE CIRCUIT COURT  
 WARRANT SMADBECK AND : FOR  
 DEVEREAUX E. SMADBECK, his wife, : ANNE ARUNDEL COUNTY.  
 Care of G. E. Warren, :  
 Hinton, Virginia, :  
 And all persons having or :  
 claiming to have any interest in :  
 the property described herein, :  
 Defendants. :

:: : : : ::

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The plaintiff, complaining, says:

1. That on or about the 10th day of October, 1949 the certificate of tax sale attached hereto was issued by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County. Said certificate is prayed to be taken as a part hereof.

Certificate No. 1334

2. The property mentioned in said certificate is described as follows:

All those lots of ground situate in the First Election District of Anne Arundel County, described as follows: Lots Nos. 5490, 5491, 5492 as shown on the plat of Woodland Beach, recorded among the plat records of Anne Arundel County, Maryland in Plat Book F.S.R. 3, folio 27, now Cabinet 1, Rod Y, Plat 13. Assessed on date of collector's sale to W. Smadbeck & Wife, whose last known address was in care of G.E. Warren, Hinton, Virginia. The amount due at date of sale was eight dollars and twenty-three cents (\$8.23). The lots was sold for twenty one dollars (\$21.00).

3. Said property has not been redeemed by any party in interest, although more than one year and one day from the date of sale has expired.

4. The Plaintiff prays for process directed to the above named defendant whose last known address is in care of C. E. Warren, Hinton, Virginia.

5. The plaintiff prays for an order of publication directed to all parties in interest in said property.

6. Attached hereto as Exhibit "A" is the aforesaid certificate of tax sale.

7. To redeem the properties it is necessary for the defendants to pay the sum set out after the description of the property, with interest from October 10, 1949, all taxes, interest and penalties accruing subsequent to the date of sale which have been actually paid by the plaintiff under Section 90-J and 90-K article 81 of the Annotated Code of Maryland.

8. The Plaintiff prays the Court to pass a final decree foreclosing all rights of redemption of the defendants in and to the property described herein.

AND, AS IN DUTY BOUND, etc.

Attest:

Tobias C. Phillips

Wilmer Smith

Wilmer Smith

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 2nd day of December, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Tobias C. Phillips Atty. for the plaintiff herein, and made oath in due form of law that the matters and things set forth in the foregoing bill of complaint are true to the best of his information, knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal.)

Linwood L. Clark, Notary Public.  
 Filed Dec. 2, 1950.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following 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 Wilmer Smith on October 10, 1949; certificate of sale having been duly issued, the properties being described on the Treasurer's Tax Roll, as follows:

First Election District, W. Smadbeck & Wife, Lots Nos. 5490, 5491, 5492 Plat of Woodland Beach.

A description as above appears on the certificate of Tax Sale filed with this proceeding.

The bill states that the property has not been redeemed by any party in interest although more than one year and a day from the date of the sale of said property has expired.

It is thereupon, this the 2nd day of December 1950 by the Circuit Court for Anne Arundel County in Equity.

ORDERED, that notice be given by the insertion of a copy of this order in some weekly newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, before the 5th day of February, 1951, warning all persons having or claiming to have an interest in said property to be and appear in this Court by the 21st day of February, 1951, 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 plaintiff a title in fee simple, free and clear of all encumbrances.

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

John H. Hopkins, 3rd, Clerk.

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Filed 2 December, 1950

CERTIFICATE OF PUBLICATION

Annapolis, Md. January 24, 1951.

We hereby certify that the annexed Order of Publications Eq. #10,114-Wilmer Smith 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 February, 1951. The first insertion being made the 5th day of December, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 8099

By R. L. Brown

Filed 2 March, 1951

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

Wilmer Smith, the plaintiff herein, does hereby certify that on the 5th day of December, 1950, he caused a copy of the Bill of Complaint in the above entitled case and a copy of the Order of Publication to be mailed by registered mail, return receipt requested, to the defendants in the above case, at their last known post office address according to the Bureau of Assessments of Anne Arundel County.

He further certifies that the return from the aforesaid registered letter is filed herewith and made a part hereof, marked Exhibit "A", signed:

1. W. Smadbeck, Devereaux Smadbeck, wife.
2. George E. Warren, postmarked Hinton, Virginia December 19, 1950.

Showing that said Smadbecks were appraised of this suit through their Agent, G.E. Warren, at the place indicated on the rolls in the Assessor's Office, as in such cases made and provided.

Wilmer Smith,

SUBSCRIBED AND SWORN TO before me in my County and State aforesaid this 10 day of March, 1951.

(Notarial Seal)

Linwood L. Clark, Notary Public.

(Registered receipt attached to original paper)

Filed 10 March, 1951

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 Evening Capital, a newspaper printed and published in Annapolis, Anne

Arundel County, Maryland, and the Defendants having failed to appear in person or by Solicitor and answer the Bill of Complaint filed against them,

IT IS THEREUPON, this the 12th day of March, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby taken pro confesso against the said Defendants.

Benjamin Michaelson, JUDGE.

Filed 12 March, 1951.

D E C R E E

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provision of Sections 89-P of Article 81 of the Annotated Code of Maryland, it is thereupon, this, the 5th day of April, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the plaintiff 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 properties, free and clear of all alienations 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 are subject) are hereby vested in the plaintiff.
3. That, upon the payment to him of the balances, if any, due on the purchase prices of said properties, 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 properties to the plaintiff.
4. That the said plaintiff shall pay the costs of this proceeding.

Benjamin Michaelson, Judge.

Filed 5 April, 1951.

DOROTHY FRANKHAUSER and WILLIAM FRANKHAUSER, her husband, WALTER J. BULLEN and EVELYN BULLEN, his wife, HENRY BULLEN and PATRICIA BULLEN, his wife, JAMES L. BULLEN and SALLY BULLEN, his wife, ELIZABETH E. PURDY and JOHN PURDY, her husband, SADIE M. LEE, and JOSEPH LEE, her husband, and BEULAH L. OWENS, (divorced)	:	No. 10,130 Equity
	:	In the Circuit Court
	:	for
vs.	:	Anne Arundel County.
ANGELA BULLEN, Infant, R.F.D. #3, Harnass Creek Anne Arundel County, Maryland.	:	
JOAN BULLEN, infant, R.F.D. #1, Annapolis, Maryland, and	:	
MILDRED HANNA, - C/O Mrs. J. T. Purdy, Spa Road, Annapolis, Maryland.	:	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, by their attorney, Ridgely P. Melvin, Jr., respectfully shows:

1. That James F. Bullen departed this life intestate in Anne Arundel County, Maryland, on November the 24th, 1949, leaving surviving him as his sole heirs at law his sisters, Elizabeth E. Purdy, Sadie M. Lee, and Beulah L. Owens; and also leaving surviving him the following children of his deceased brother, Walter M. Bullen: Dorothy Frankhauser, Walter J. Bullen, and Angela Bullen (minor); and also leaving surviving him the following children of another deceased brother, Lawrence Bullen, Henry Bullen, and Joan Bullen (minor).
2. That the decedent, James F. Bullen was in his lifetime seized and possessed of all that lot of ground and improvements thereon situated on Spa Road in the Second Election District of Anne Arundel

County, Maryland, said lot of ground being described as follows:

Beginning for the same at a stake on the northeast side of the County Road leading from Annapolis towards the old Severn Ferry, and running from thence and with the eighth line of the whole tract North 67 degrees 30 minutes East, 208.72 feet to a stake; thence leaving said line and running North 3 degrees 30 minutes East and parallel to the aforesaid County Road 208.72 feet to a stake; thence South 67 degrees 30 minutes West and parallel with the first line 208.72 feet to a stake on the northeast line of the aforesaid County Road; thence with the line of said Road South 3 degrees 30 minutes West 208.72 feet to the place of beginning; containing one acre of land, more or less.

Being a portion of the tract of land which was conveyed to John T. Purdy and Elizabeth Purdy, his wife by Edward Weiss, bachelor, by deed dated the 8th day of August, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.M.W. No. 78, Folio 464; and being the same property described in a deed from John T. Purdy and Elizabeth Purdy, his wife, et al, to the said James F. Bullen, et al, by deed dated January the 11th, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 133, Folio 544; the life tenants mentioned in said deed having departed this life prior to the death of the said James F. Bullen. A certified copy of said last mentioned deed is filed herewith marked "Plaintiff's Exhibit A" and prayed to be taken as a part hereof.

3. That the persons herein above mentioned in Paragraph #1 of this Bill of Complaint are now the sole legal owners of the hereinabove described property and have heretofore agreed to sell said property to Mildred Hanna, one of the respondents herein, at and for the sum of Four Thousand Dollars (\$4,000.00); Helen Bullen, the mother of Angela Bullen (minor), having agreed to said sale on behalf of her infant daughter, the said Angela Bullen; and Hattie Bullen, the mother of Joan Bullen (minor) having agreed to said sale on behalf of her infant daughter, the said Joan Bullen; the contract of said sale being herewith marked "Plaintiffs' Exhibit B" and prayed to be taken as a part hereof.

4. That the sale of said property in accordance with said contract will be for the best interest and advantage of the parties entitled to interests therein, particularly the minor children, Angela Bullen and Joan Bullen.

5. That the said property is free and clear of any liens and encumbrances within the knowledge of your Orators; and that the sum of Four Thousand Dollars (\$4,000.) for said property is fair and equitable. cx

TO THE END, THEREFORE,

(a) That a decree may be passed confirming the contract of sale of said property and that a trustee may be appointed for the purpose of effecting conveyance thereof in accordance with said contract.

(b) That the proceeds of said sale, after proper deductions for commissions, expenses, etc. may be distributed among the parties hereto according to their respective rights and interests.

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

Ridgely P. Melvin, Jr.,  
Attorney for Complainants,  
212 Duke of Gloucester St. Annapolis, Maryland,

Filed 14 December, 1950

PLAINTIFF'S EXHIBIT "A"

DEED. No Stamps Required.

THIS DEED made this eleventh day of January, 1935, by and between John T. Purdy and Elizabeth Purdy, his wife, of Anne Arundel County, State of Maryland, of the first part; The Annapolis and Eastport Building Association of the City of Annapolis, Maryland, a body corporate of said State of Maryland, of the second part, said parties of the first and second part hereinafter called "GRANTORS"; and James F. Bullen, of Anne Arundel County, State of Maryland, of the third part, and John Fletcher Bullen and Lydia J. Bullen, his wife, also of said County and State, of the fourth part.

WITNESSETH: That for and in consideration of the sum of Two 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 F. Bullen, his heirs and assigns, in fee simple.

All that lot of ground situate on Spa Road, in the Second Election District of Anne Arundel County, Maryland, and described as follows:-

Beginning for the same at a stake on the northeast side of the County Road leading from Annapolis towards the old Severn Ferry, and running from thence and with the eighth line of the whole tract <sup>North</sup> 67° 30' east 208.72 feet to a stake; thence leaving said line and running north 3° 30' east and parallel to the aforesaid County Road 208.72 feet to a stake; thence south 67° 30' west and parallel with the first line 208.72 feet to a stake on the northeast line of the aforesaid County Road; thence with the line of said Road south 3° 30' west 208.72 feet to the place of beginning; containing one acre of land, more or less. Being a portion of the tract of land which was conveyed to the said John T. Purdy and Elizabeth Purdy, his wife, by Edward Weiss, bachelor, by deed dated the 8th day of August, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 78 folio 464. The said Grantor, The Annapolis and Eastport Building Association, joins in the execution of these presents for the purpose of releasing the property, above described, from the operation and effect of its mortgage on the whole tract from the said John T. Purdy and Elizabeth Purdy, his wife, to said Association, dated the 4th day of December, 1933, and recorded among the aforesaid Land Records in Liber F.S.R. No. 121, folio 43.

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 James F. Bullen, his heirs and assigns, in fee simple; SUBJECT, however, to the life estate therein of the parents of the said James F. Bullen, namely John Fletcher Bullen and Lydia J. Bullen, his wife, with the right to the said life tenants to use and occupy said premises.

AND the said parties of the first part do hereby covenant that they will WARRANT SPECIALLY the title to the property above described, 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: John T. Purdy (SEAL)  
Elizabeth Purdy (SEAL)

Laura R. Jickling.

ATTEST: THE ANNAPOLIS AND EASTPORT BUILDING ASSOCIATION OF THE CITY OF ANNAPOLIS, MARYLAND.  
Frank B. Frantz, SECRETARY-TREASURER. BY T. Roland Brown, PRESIDENT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this eleventh day of January, 1935, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John T. Purdy and Elizabeth Purdy his wife, and acknowledged the foregoing deed to be their act; and, at the same time, also appeared T. Roland Brown, President of the Annapolis and Eastport Building Association, and acknowledged the foregoing deed to be the act of said Association.

Witness my hand and Notarial Seal.

(Notarial Seal)

Laura R. Jickling, NOTARY PUBLIC

Recorded January 30, 1935. F.A.M. No. 133, folio 544, Land Rec.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the foregoing is a true copy of deed taken and copied from Liber F.A.M. 133, folio 544; one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 31st day of May, A.D., 1950.

(Court Seal) John H. Hopkins, 3rd, Clerk.  
Filed 14 December, 1950.

("PLAINTIFFS' EXHIBIT B")

CONTRACT OF SALE

THIS AGREEMENT, made this 5th day of December, 1950, by and between the heirs of James P. Bullen (deceased), of the first part, hereinafter called Venders, and MILDRED HANNA, of the second part,

hereinafter called Vendee.

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

All that lot of ground situate on Spa Road,containing one (1) acre of land, more or less, as described in a deed from John T. Purdy and wife to James F. Bullen, dated January 11, 1935,and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 133, folio No. 544.

at and for the price of Four Thousand Dollars (\$4,000.00), of which one Hundred Dollars (\$100.00)having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: within fifteen (15) days of the ratification of this contract by the Circuit Court for Anne Arundel County, in Equity.

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

AND upon the payment as above of the unpaid purchase money,a deed for the property shall be executed by the Vendors at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee,free of all encumbrances,otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

TAXES, insurance,rent,water rent, and all other assessments,publc dues and charges shall be adjusted to the day of transfer, costs of United States documentary,and State recording stamps shall be borne equally between the Vendors and the Vendee.

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

WITNESS the hands and seals of the parties hereto.

WITNESSES:

_____		Dorothy Frankhouser	(SEAL)	
_____		William J. Frankhouser	(SEAL)	
_____	Walter J. Bullen	(SEAL)	Evelyn Bullen	(SEAL)
_____	Henry Bullen	(SEAL)	Patricia Bullen	(SEAL)
_____	L. James/Bullen	(SEAL)	Sally Bullen	(SEAL)
_____	Elizabeth E. Purdy	(SEAL)	John T. Purdy	(SEAL)
_____	Sadie M. Lee	(SEAL)	Joseph Lee	(SEAL)
_____	Beulah L. Owens (divorced)	(SEAL)	Angela Bullen,	
_____	Joan Bullen (minor) By		By Hellen Bullen, her mother	(SEAL)
_____	Hattie Bullen,her mother	(SEAL)	Mildred Hanna	(SEAL)

Filed 14 Dec. 1950

(Equity Subpoenas issued for JOAN BULLEN,INFANT, ANGELA BULLEN,INFANT & MILDRED HANNA )

ANSWER OF MILDRED M. HANNA.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Mildred Hanna to the Bill of Complaint exhibited against her in the above entitled proceeding rspectfully represents:

1. That she admits the allegations contained in the Bill of Complaint.
2. That she consents to the passage of a decree to this Honorable Court as prayed in said Bill of complaint. AND, as in duty bound, etc.

Mildred M. Hanna

Service of Copy Admitted 1/9/51- Ridgeley P. Melvin, Jr., Atty. for Complainants.

Filed 15 Jan. 1951

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainants in the above entitled cause, by Ridgely P. Melvin, Jr., their Attorney, respectfully represents:

1. That Angela Bullen and Joan Bullen, two of the respondents in said cause, have each been notified according to law of the above entitled proceeding, but each of them being an infant, they cannot answer this suit for themselves.

WHEREFORE, your Complainants pray your Honors to appoint a guardian ad litem to appear and answer for said infants.

AND AS IN DUTY BOUND, ETC.

Ridgely P. Melvin, Jr., Attorney for Complainants.

Filed 15 January 1951

O R D E R

Upon the foregoing Petition, it is this 16th day of January, 1951, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Morris Albert be, and he is hereby, appointed guardian ad litem to appear and answer for Angela Bullen and Joan Bullen, infants.

Benjamin Michaelson, Judge.

Filed 16 January, 1951.

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Angela Bullen, infant, one of the respondents in the above entitled proceeding, by Morris Albert, guardian ad litem, for answer to the Bill of Complaint filed herein, respectfully shows:

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

Having answered the said Bill of Complaint as fully as she can, and submitting to such decree as this Court shall deem equitable and proper to pay in the premises, she prays that her interest may be protected in such manner as shall be consistent with equity. And, as in duty bound, etc.,

Morris Albert, guardian ad litem.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL: ss.

*cp* I HEREBY CERTIFY that on this 17th day of January, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MORRIS ALBERT and made oath in due form of law that the matters and things stated in the foregoing Answer are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal,

(NOTARIAL SEAL)

Viola J. Brown, Notary Public.

Filed 18 January, 1951

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT.

Joan Bullen, infant, one of the respondents in the above entitled proceeding, by Morris Albert, guardian ad litem, for answer to the Bill of Complaint filed herein, respectfully shows:

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

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

And as in duty bound, etc.,

Morris Albert, guardian ad litem.

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss:

I HEREBY CERTIFY that on this 17th day of January, 1951, before me, the subscriber, a Notary Public

of the State of Maryland, in and for the County aforesaid, personally appeared MORRIS ALBERT and made oath in due form of law that the matters and things stated in the foregoing Answer are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Viola J. Brown, Notary Public.

Filed 18 January, 1951

TESTIMONY ON BEHALF OF THE PLAINTIFFS

January 31, 1951

Present:

Mr. Ridgely P. Melvin, Solicitor for Plaintiffs

Mr. Morris Albert, Guardian Ad Litem

Mr. Emanuel Klawans, Examiner

Mrs. Katharine H. McCutchan, Court Stenographer

Witnesses:

Elizabeth E. Purdy, pages 2,3,4 and 5.

Beulah Owens, page 5 °

Sadie M. Lee, pages 5 and 6

Thomas Carroll Worthington, Jr., pages 6 and 7.

Mr. Clerk: Please file, etc., E. Klawans, Examiner.

Elizabeth E. Purdy, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. What is your name and address?

A. Elizabeth E. Purdy, Route 3, Spa Road, Annapolis, Md.

2. You are one of the plaintiffs in this case?

A. Yes.

3. Did you know the late James F. Bullen?

A. Yes.

4. What relation was he to you?

A. He was my brother and also brother to Mrs. Lee and Mrs. Owens.

5. When did your brother die?

A. November 24, 1949.

6. At the time of his death, was he married?

A. He was not.

7. Did he have any children?

A. No.

8. Did he leave surviving him any sisters or brothers?

A. He left 3 sisters.

9. What are their names?

A. Mrs. Sadie Lee, Mrs. Beulah Owens and Mrs. Elizabeth Purdy.

10. Was he survived by either one of his parents?

A. No, they are both dead.

11. Were there living at the time of his death any children of any deceased brothers?

A. Yes six.

12. What are their names?

A. Dorothy Frankhauser, Walter J. Bullen, Angela Bullen.

13. They were the children of Walter Bullen, were they not?

A. Yes.

14. Walter Bullen was the deceased brother of James E. Bullen?

A. Yes.

15. Any other children of deceased brothers?

A. Henry Bullen, James Linwood Bullen and Joan Bullen. They were the children of Lawrence Bullen?

16. He predeceased James F. Bullen?

A. Yes.

17. Are all the sisters and nephews and nieces that you just named, are they still living?

A. Yes.

18. Are any of them minors?

A. Yes. Angela Bullen and Joan Bullen.

19. Are there any other relatives of James F. Bullen living today?

A. No.

20. At the time of his death, did he own any property?

A. He owned a house and acre of land located on Spa Road about  $1\frac{1}{2}$  miles from Annapolis in the Second Election District.

21. Did he have a house on it?

A. Yes, a bungalow

22. Describe the bungalow

A. It has four rooms, hall, two porches.

23. No heating plant?

A. No.

24. Running water?

A. No.

25. Do you know when the house was built?

A. It was built in September, 1925.

26. A certified copy of a deed from John T. Purdy and wife to James F. Bullen, et al, has been filed as Plaintiff's Exhibit A in this case. I show you this certified copy now and ask you if that is the deed by which your brother got title to this property?

A. That's right.

27. Did your deceased brother, James F. Bullen, leave a will?

A. He did not.

28. Has his estate been administered on?

A. Yes it has.

(CERTIFICATE OF REGISTER OF WILLS FILED HEREWITH AS PLAINTIFFS' EXAMINER'S EX. C)

29. On December 5, 1950, did you and the other heirs of James F. Bullen, that you have just mentioned, entered into a contract of sale with Mrs. Mildred Hanna for the same of this property?

A. We did.

30. What was the consideration?

A. \$4,000.00

31. And that contract was signed on behalf of the two minor children by their parents?

A. Yes.

32. Do you consider that a fair price for the property?

A. Yes.

33. Do you consider it to be for the best interests of the minor children that it be sold?

A. Yes, I do.

34. In your opinion, could that property be divided in kind among the heirs of the late James F. Bullen?

A. No, I don't think so. It would be better to sell it, for the minor children too.

35. As far as you know, are there any liens or encumbrances on this property.

A. No sir, there isn't anything against it.

(Mr. Klawans)

1. Did the decedent have any other brothers than the two you mentioned?

A. No.

2. Did he have any other sisters?

A. No.

3. Are the children of the deceased brothers that you have mentioned all of the children that those brothers had.

A. That's all.

4. Was a notice to creditors published in the Orphans Court six months before the estate was closed?

A. Yes, it was.

5. Have any other offers been received for this property?

A. We had an offer for it but they just couldn't get the money for it.

6. Do you consider this price to be a fair market value?

A. I do.

7. You think it is all the property is worth?

A. Yes, I think so.

8. Is there anything else you wish to state that you have not been asked?

A. No.

Beulah Owens, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. What is your name and address:

A. Beulah L. Owens, 321 First Street, Eastport.

2. You are the sister of Mrs. Purdy, who has just testified?

A. Yes.

3. Have you heard her testimony?

A. I have heard it and it is correct.

4. Do you have anything to add to her testimony?

A. Not a thing.

5. Do you consider it to be for the best interest of the minor children that the property be sold?

A. Yes.

6. Is there anything else you wish to state?

A. Not a thing.

Sadie M. Lee, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. What is your name and address?

A. Sadie M. Lee, Edgewater, Md.

2. You are the sister of Mrs. Owens and Mrs. Purdy?

A. Yes.

3. Do you have anything to add to their testimony?

A. No, it is all right, what she said.

4. Do you think it is for the best interest of the minor children that the testimony be sold?

A. Yes, that's right.

5. Is there anything else you wish to state?

A. No.

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

1. State your name and address

A. Thomas Carroll Worthington, Jr., Towns-Worth Bldg., Annapolis, Md.

2. What is your business?  
 A. Real Estate.
3. You are situated with your father, T. Carroll Worthington?  
 A. Yes.
4. Are you familiar with the property that has been discussed?  
 A. Yes, I am.
5. You have examined it?  
 A. Yes.
6. When did you first examine it?  
 A. About a year ago.
7. Do you consider \$4000 a fair price for the property at the present time?  
 A. Yes, I do.
8. What does the house on the property consist of?  
 A. Four room, frame house, composition roof, with no running water and no heat.
9. Did you and your father appraise this property?  
 A. Yes we did.
10. In your opinion, is it susceptible of partition in kind?  
 A. No. I don't believe it can be split up.
11. What, in your opinion, is the fair market value?  
 A. I would say just about \$4000. on the present market.
12. Is there anything else you wish to state?  
 A. No.

WAIVER OF MILDRED HANNA FILED HERewith AS EXAMINER'S EX. D.

SIGNATURES WAIVED BY AGREEMENT OF COUNSEL.

CROSS-EXAMINATION WAIVED BY MORRIS ALBERT, GUARDIAN AD LITEM.

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

Witness my hand and seal this 10th day of February, 1951.

Mr. Clerk: Please file, etc.

E. Klawans, Examiner.

Emanuel Klawans, Examiner, (Seal)

Filed 10 February, 1951.

CERTIFICATE

PLAINTIFFS' EXAMINER'S EXH. "C"

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, ss:

I, R. GLENN PROUT, Register of Wills for Anne Arundel County, Maryland, do hereby certify that Ridgely P. Melvin, Jr., administrator, has paid all court costs and state tax on commissions in the above estate, and that all inheritance taxes due have been paid in this estate.

I further certify that the estate has been closed and the Final Account passed by the Court.

(Orphans Court Seal)

R. Glenn Prout, Register of Wills,

Filed 10 February, 1951

EXAMINER'S EXH. "D".

W A I V E R

Comes now the Respondent, Mildred Hanna, and says that it is not desired to take any testimony on her behalf, which right is hereby waived, including the right of cross-examination of any witnesses who may appear; notice of taking of testimony by the Complainants and her personal attendance and all signatures are also expressly waived.

Mildred Hanna.

Filed 10 February, 1951

D E C R E E .

This cause standing ready for hearing and being submitted, proceedings were read and considered, and it appearing to the Court that it is to the best interests of the infant respondents, Angela Bullen and Joan Bullen, that the contract of sale mentioned herein, dated 5 December, 1950, be ratified and confirmed, and the property therein mentioned be conveyed in accordance with the terms thereof.

It is, therefore, this 27th day of February, 1951, ADJUDGED, ORDERED, and DECREED that the said contract be ratified and confirmed, and that the property mentioned therein be conveyed in accordance with the terms thereof.

That Chipman W. Cunningham, be, and he is hereby appointed trustee to carry out and perform the provisions of this Decree, which are as follows:

That upon the receipt of the full purchase money in accordance with the provisions of the contract of sale relating to the property described in the Bill of Complaint herein, the said trustee, by good and sufficient deed to be executed, and acknowledged agreeable to law, shall convey said property unto Mildred Hanna, free and clear of all encumbrances, including claim of the parties of these proceedings and of any persons claiming by, from, or under them or any of them.

That said trustee shall give bond in the principal sum of Four Thousand Dollars (\$4,000.) with securities to be approved by this Court or the Clerk thereof for the faithful discharge of his duties as such trustee.

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

Benjamin Michaelson, Judge.

Filed 27 Feb. 1951.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Chipman W. Cunningham 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 Four Thousand (\$4,000) 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 21st day of March in the year of our Lord one thousand nine hundred and fifty-one.

WHEREAS, the above bounden Chipman W. Cunningham by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to convey the property mentioned in the proceedings in the case of Dorothy Frankhauser, et al vs Angela Bullen, et al. No. 10,130 Equity now pending in said Court.

NOW, THE CONDITION of the above obligation is such, That, if the above bounden Chipman W. Cunningham 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:

Dana Lee Kohler

Chipman W. Cunningham (SEAL)

Attest:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Eleanor G. Owings (Corporate Seal)

By Ridgely P. Melvin, Jr., Attorney-in-Fact.

Approved this 21 day of Mar. 1951,

John H. Hopkins, 3rd, Clerk.

Filed 21 March, 1951

TRUSTEE'S REPORT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Chipman W. Cunningham, trustee appointed in the above entitled cause, respectfully shows:

1. That he was appointed trustee to carry out and perform the provisions of a decree passed by this Honorable Court on the 27th day of February, 1951.
2. That the said trustee, in compliance with the provisions of said decree, has received the full purchase money in accordance with the provisions of the contract of sale relating to the property described in the Bill of Complaint in these proceedings, and has executed a deed conveying said property unto Mildred Hanna, and has delivered same to the said Mildred Hanna.
3. That the said trustee has filed a bond in the principal sum of Four Thousand Dollars (\$4,000.) in accordance with the provisions of said decree.
4. That the said trustee has deposited the proceeds of said sale in a special account, subject to the further order of this Honorable Court.
5. That the said trustee prays this Honorable Court to ratify said sale and refer the proceedings to an auditor for the purpose of stating an account, and order such division of the proceeds of said sale as this Honorable Court may find proper.

AND, as in duty bound, etc.

Chipman W. Cunningham, Trustee.  
Filed 21 Mar. 1951

O R D E R

Upon the foregoing Report of Sale, it is this 22d day of March, 1951, by the Circuit Court of Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED that the sale reported therein be, and the same is hereby, finally ratified and confirmed; and it is further ADJUDGED, ORDERED and DECREED that the proceedings be referred to the Court's Auditor for the purpose of stating an account; and it is further ADJUDGED, ORDERED, and DECREED that the said trustee, after payment of all expenses incident to effecting said sale, including costs of the proceedings herein and any attorney's fees and commissions allowed, shall disburse the balance in accordance with the account to be stated by the Auditor after ratification of the Auditor's account by the Court.

Benjamin Michaelson, Judge.  
Filed 22 Mar, 1951

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. March 31, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Dorothy Frankhauser and William Frankhauser, her husband, et al vs Angela Bullen, infant, et al in ac. with Chipman W. Cunningham, Trustee, viz: dr.

To Trustee for Commissions, viz:	150.00	150.00
To Trustee for Court Costs, viz:		
Plaintiffs' Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	38.00	
Jos. W. Alton - Sheriff's costs	7.25	
Emanuel Klawans - Examiner's fee	8.00	
Katharine H. McCutchan - stenographer	8.00	
Morris Albert - Guardian ad litem's fee	4.00	
Auditor - stating this account	13.50	88.75
To Trustee for Expenses, viz:		
Capital-Gazette Press - order nisi (acct)	6.00	

J.H.H. No. 69 Equity

Fidelity & Deposit Co. of Md. -bond premium	30.00	
T. Carroll Worthington-appraisal and testimony	10.00	
Jos. D.Lazenby,Agent-fire insurance premiums adjusted to 3/27/51	28.95	
Clerk of Court - certified copy of deed	1.25	
One-half Federal revenue stamps	2.20	
One-half State revenue stamps	2.20	
Viola J. Brown-notary Fees	<u>1.00</u>	81.60

To Trustee for Taxes, viz:

1951 State and County taxes (\$16.05-adj.)	3.55	
1950 City of Annapolis " (# 5.75-adj.)	<u>2.47</u>	6.02

BALANCE FOR DISTRIBUTION - \$3,673.63

Distributed to heirs of James F. Bullen, as follows:

Elizabeth E.Purdy,sister-one-fifth	734.73	
Sadie M. Lee-sister- one fifth	734.73	
Beulah L. Owens,sister-one-fifth	734.73	
Dorothy Frankhauser,niece-1/15	244.91	
Walter J. Bullen, nephew- 1/15	244.91	
Angela Bullen, niece - 1/15.	244.90	
Henry Bullen - 1/15	244.91	
James L. Bullen,nephew - 1/15	244.91	
Joan Bullen niece - 1/15	<u>244.90</u>	<u>3,673.63</u>
		<u>4,000.00</u>

1951. Mar. 27 Proceeds of Sale (Contract dated 12/5/50)	<u>4,000.00</u>	<u>4,000.00</u>
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Filed 2 April 1951

ORDER NISI

ORDERED, This 2 day of April,1951,that the Report and Account of the Auditor,filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED,unless cause to the contrary be shown on or before the 7 day of 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 7 day of May,next.

John H. Hopkins, 3rd, Clerk.

Filed 2 April, 1951.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1951.

We hereby certify,that the annexed Order Nisi - Auditor's Account, Eq.-10,130 Dorothy Frankhauser 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 May,1951. The first insertion being made the 5th day of April, 1951.

THE CAPITAL GAZETTE PRESS, INC.,

By D. B. Macey

No. MG. 188

Filed 16 May,1951

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY,

ORDERED BY THE COURT, this 17th day of May,1951,that the foregoing 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 May 17, 1951.

Margaret G.M:D Heckendorf, and  
Otto Heckendorf, her husband,  
Beauty Beach, Anne Arundel County

G. Adolph Fadum and  
Francis Fadum, his wife  
3320 Richmond Avenue, Baltimore-13-Md.

Ernest F. Fadum, and  
Welka B. Fadum, his wife,  
1929 East 30th Street, Baltimore, -18, Md.

Charles J. Sieck, and  
Verdie Sieck, his wife,  
717 W. 36th Street, Baltimore-11-Md.

Virginia J. Sieck, widow,  
1510 Mortgage Road, Baltimore-18, Md.

Claymore C. Sieck, and  
Mary H. Sieck, his wife,  
120 Churchwarden Road, Baltimore-12-Md.

Ethel R. Sieck, unmarried,  
101 W. 22nd Street, Baltimore-12-Md.

Dorothy Sieck, unmarried,  
1510 Mortgage Road, Baltimore-18, Md.

Luther S. Sieck, and  
Miriam Y. Sieck, his wife,  
5106 Wetherdville Road, Baltimore -7-Md.

Ernest F. Fadum, Executor,  
Estate of Frederick A. Sieck,  
1301 Tower Building, Baltimore -2-Md.

Ernest F. Fadum, Executor,  
Estate of John Salmon  
1301 Tower Building, Baltimore, -2 Md.

VS

Jon S. Heckendorf, infant,  
David W. Heckendorf, infant,  
Paul S. Heckendorf, infant,  
Beauty Beach, Anne Arundel County, Md.

Charlotte M. Mehring, widow,  
709 E. High Street, Charlottesville, Va.

Walter H. Mehring, Jr., and  
Sarah C. Mehring, his wife,  
Box 54, Coveseville, Va.

Gertrude B. Mehring, widow,  
Box 81, Coveseville, Va.

Violet W. Foster, and  
Francis Foster, her husband,  
3534 84th Street, Jackson Heights, L. I., N.Y.

Frank L. Mehring, widower,  
Route 1, Proffit, Va.

Elsie M. Marchant, and  
Gouverneur M. Marchant, her husband,  
Woodberry Forest School, Va.

Carl F. Mehring, unmarried,  
Bertha L. Mehring, unmarried,  
Eva L. Mehring, unmarried,  
Godfrey M. Mehring, unmarried  
Route 4, Gettysburg, Pa.

Henry Fink,  
Address unknown

The unknown heirs of  
Henry Funk

Cornelia S. Eschelma, and  
Dr. Karl Eschelma, her husband,  
8 North Drive, Buffalo, N. Y.

Gertrude B. Sieck,  
Address unknown

The Unknown heirs of  
Gertrude B. Sieck.

NO. 9834 EQUITY

IN THE

CORCUI COURT

FOR

ANNE ARUNDEL COUNTY

C. Robert Sieck, and  
Margaret G. Sieck, his wife,  
941 Argonne Drive, Baltimore - 18 -Md.

Ernest F. Fadum, Trustee under  
Last Will and Testament of  
Frederick A. Sieck,  
1301 Tower Building, Baltimore -2-Md.

VS

VS.

Florence L. Aichele, widow,  
532 Huger Street, Charleston, S. C.

Walter H. Mehring, Jr., and  
Sarah C. Mehring, his wife,

Margaret M. Ecker and  
Dr. Henry Ecker, her husband,  
3309 Highland Avenue, N.W.  
Washington, -8- D. C.

Chapman H. Mehring, Infant,  
Charles M. Mehring, Infant  
Carl M. Mehring, infant  
Coveseville, Va.

Joseph T. Woodson, Jr., and  
Betty J. Woodson, his wife,  
Aspers, Pa.

Oscar E. Mehring, and  
Minnie M. Mehring, his wife,  
Stafford, Va.

Charlotte S. Burkhalter, and  
Phillip Burkhalter, her husband,  
312 Second Street, Oconto, Wisc.

Walter Sieck, and  
Carrie H. Sieck, his wife,  
29 Crosswick Street, Bordentown, N.J.

Adolph Sieck, widower,  
1327 Grand Avenue, Pacific Beach, Calif.

Emma S. Restall, and  
Roy Restall, her husband,  
18 Cleveland Drive, Buffalo, N.Y.

Loretta Karmuth, and  
Carl Karmuth, her husband,  
65 Culver Road, Buffalo, N. Y.

Ella F. Sieck, widow,  
64 Strathmore Road, Mangasset, L.I. N.Y.

ELLA F. Sieck, widow, 64 Strathmore Road, Manhasset, L.I.N.Y.	:	John F. Sieck, and Genevieve S. Sieck, his wife, 64 Strathmore Road, Manhasset, L.I.N.Y.
Corrinne S. Suanders, and Ernest Saunders, her husband 64 Strathmore Road, Manhasset, L.I.N.Y.	:	Ruth S. Merves, and Dr. Theodore Merves, her husband, Milwaukee, Wisc.
Florence S. Power, and Harry Power, her husband, Buffalo, N. Y.	:	Frank L. Mehring, Jr., and Evelyn Mehring, his wife, 6925 DeSota, Conoga Park, Calif.
Carl E. Mehring, Address unknown	:	The unknown heirs of Carl E. Mehring,
Herbert G. Mehring, and Gwendolyn G. Mehring, his wife, 2127 Val Pariso, Menlo Park, Calif.	:	Eleanor M. Barnette, and Hunter Barnette, her husband, Route 1, Proffit, Va.
Elsie S. Griffith, and Chaster A. Griffith, Jr., her husband, 31 N. Beaver Street, York, Pa.	:	Elmer W. Smith, and Eugene F. Smith, Executors, Estate of Marie A. Smith, 30 N. Bever Street, York, Pa.
Ruth S. Eberly, and Joseph W. Eberly, her husband, Mt. Vernon County Club, Golden, Colo.	:	Elmer W. Smith, and Delma B. Smith, his wife, R. D. 9, York, Pa.
Eugene F. Smith, and Beulah C. Smith, his wife, 30 N. Beaver St. York, Pa.	:	Donald W. Wood, widower Greenwich, Conn.

..... All unknown persons whether or not residents of the State of Maryland and whether or not actually living who may have any possible claim or right to participate in the distribution of the estate of Frederick A. Sieck, deceased.

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BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators complaining, say:

1. That Margaret C.M.D. Heckendorf is the only child of Frederick A. Sieck, late of Baltimore City, deceased, he having departed this life on or about January 13, 1939 and his Last Will and Testament was duly admitted to probate by the Orphans' Court of Baltimore City; and
2. That on or about November 22, 1941 the said Margaret C.M.D. Heckendorf inter-married with Otto Heckendorf and as a result of said marriage three infant children, three of the defendants named herein, were born as follows: Jon. S. Heckenndorf, born February 27, 1943, Paul S. and David W. Hackendorf both having been born December 31, 1946.
3. That Ernest F. Fadum duly qualified as Executor of Frederick A. Sieck and as such completed the administration thereof, and as he understood and interpreted the said Last Will and Testament, distributed the entire estate to Margaret C. M. D. Heckendorf free and clear of any trust; and
4. That the said Last Will and Testament of Frederick A. Sieck (a certified copy of which is attached hereto marked "Complainant's Exhibit No. 1 and prayed to be taken as part hereof) provided among other matters, to wit:

"I give, devise and bequeath all of my property of whatsoever kind whether real, personal or mixed, unto Ernest F. Fedum, in trust that he, or his successor shall collect the rents issues and profits thereof, and after paying the taxes and all necessary exepenses thereon, to pay the net income remaining unto my daughter, Margaret C. M. D. Sieck, until she becomes thirty years of age, which will be September, 6, 1938 As soon as practicable after this date, the trust herein created shall cease and all the property in the trust estate shall be turned over to my said Daughter to be hers absolutely and free and clear of the trust herein created, except for the provision hereinafter made should by said Daughter die without issue. After September 6, 1933, that is after my said Daughter shall have reached the age of twenty-five years, should she request it in writing, the said Trustee is directed to divide into two equal parts the entire estate, giving one part to my said Daughter absolutely and free and clear of the trust herein created, except for the provision hereinafter made should my said Daughter die without issue, and retaining the other, in trust, until September 6, 1938 as hereinbefore provided. The receipt of my said Daughter alone shall be a good and effectual release, acquittance and discharge to the said Trustee.

4

I empower the said Trustee, with the written consent of my said Daughter to sell and dispose of any part or parts of the said trust property and convey the same by deed, bill of sale, or other necessary papers to transfer title, duly executed by my said Daughter and said Trustee to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and to reinvest the proceeds of said sale in other real or personal property, as my said Daughter and Trustee may deem expedient and proper; and with full power to the said Trustee, with the consent of my said Daughter to change any investment or re-investment from time to time. It shall not be incumbent upon any purchaser of any of the trust property to see to the application of the purchase money. In the event that my said Daughter dies without issue surviving her, then as to such part or so much of my estate, or the avails or proceeds of the same, as shall not have been disposed of in her lifetime in trust for such person or persons, uses, objects, trusts and purposes, as my said Daughter, shall, by an instrument in writing in the nature of a last will and testament direct, limit and appoint, and for want of such direction, limitation and appointment, then in trust to grant and convey the same to such persons as would have been entitled to the estate, under the now existing laws of the State of Maryland, had I departed this life intestate and without surviving issue, The intent and purpose of this provision, in the event my said Daughter dies without issue surviving her, is to have what remains of my Estate at the time of her death to go to those persons who would have been entitled to my Estate had my daughter predeceased me and had I died intestate."

4 5. That the said Frederick A. Sieck died seized and possessed of a fee simple tract of land, approximately 150 acres, known as Charles Forest, which tract of land is located in the Third Election District of Anne Arundel County; and

6. That your Orators have been informed and therefore aver that the trust set forth in said Last Will and Testament did not become effective for two reasons:

(a) That the date, i.e. September 6, 1938 set for the final termination of the trust occurred before the date of the death of the testator.

(b) That Margaret C.M.D. Heckendorf did not "die without issue surviving her" before the date set for the final termination of the trust; and

7. That your Orators are informed and therefore aver that the trust Frederick A. Sieck intended was to serve only two purposes:

(a) To protect the interest of Margaret C.M.D. Heckendorf until she reached thirty years of age.

(b) In the event she should die without issue prior to becoming thirty years of age to have the property revert to the family of the testator.

8. That your Orators are advised and therefore aver that the intent, and the language employed by the said Frederick A. Sieck in his last Will and Testament precludes the vesting of any interest in any of the descendants of Margaret C.M.D. Heckendorf, or any other person or persons, and that the fee simple title is vested solely in her.

9. That had the said Frederick A. Sieck died intestate, without issue, his heirs at law would have been as follows:

A. Florence L. Aichele, widow, (sister of Frederick A. Sieck). She is sui juris a non-resident, now residing at 532 Huger Street, Charleston, S.C., and is a party defendant hereto.

B. The heirs at law of Caroline Seick Mehring (sister of Frederick A. Sieck) who died intestate in the State of Virginia on October 15, 1921, leaving as her only heirs at law, the following:

B-2-a Charlotte M. Mehring, his widow. She is sui juris, a non-resident, residing at 709 E. High Street, Charlottesville, Virginia, and is a party defendant hereto.

B-2-b Walter H. Mehring, Jr., (grand-nephew of Frederick A. Sieck) whose wife is Sarah C. Mehring. Both are sui juris, non-residents, now residing at Highland Orchards, Box 54, Coveseville, Virginia, and are parties defendant hereto.

B-2-c Margaret Mehring Ecker, a daughter, (grand-niece of Frederick A. Sieck) whose husband is Dr. Henry Ecker. Both are sui juris, non-residents, now residing at 3309 Highland Avenue, N.W., Washington, -8-D.C. and are parties defendant hereto.

B-2-d The heirs at law of Charles M. Mehring, a son, (grand-nephew of Frederick A. Sieck) who died intestate on April 16, 1946, in the State of Virginia, leaving as his heirs at law the following:

B-2-d-1 Gertrude B. Mehring, widow, who is sui juris, a non-resident, whose present address is Box 81, Coveseville, Virginia, a party defendant hereto.

B-2-d-2 Charles M. Mehring, Carl M. Mehring, and Chapman H. Mehring, sons, (great-grand-nephews of Frederick A. Sieck). The eldest of these three sons being now seven years of age, all are non-residents resigned with their mother, Gertrude B. Mehring, Box 81, Coveseville, Virginia, and are parties defendant hereto.

B-3 The heirs at law of Lula Mehring Woodson, daughter, (niece of Frederick A. Sieck) who died intestate on November 16, 1944, in the State of Pennsylvania, and whose husband, Joseph T. Woodson, predeceased her, and leaving as her heirs at law, the following:

B-3-a Violet Woodson Foster, daughter, (grandniece of Frederick A. Sieck), whose husband is Francis Foster. Both are sui juris, non residents, now residing at 3534 84th Street, Jackson Heights, New York, and are parties defendant hereto.

B-3-b Joseph T. Woodson, Jr., a son (grand-nephew of Frederick A. Sieck) whose wife is Betty J. Woodson. Both are sui juris, non-residents, now residing at Aspers, Pennsylvania, and are parties defendant hereto.

B-4. Frank L. Mehring, widower, a son, (nephew of Frederick A. Sieck) and whose wife, Florence Smith Mehring, died on September 16, 1941. He is sui juris, a non-resident, whose present address is Route 1, Proffit, Virginia, and is a party defendant hereto.

B-5 Oscar E. Mehring, a son, (nephew of Frederick A. Sieck) whose wife is Minnie M. Mehring. Both are sui Juris, non residents, now residing in Stafford, Virginia, and are parties defendant hereto.

B-6 Elsie Mehring Marchant, a daughter (niece of Frederick A. Sieck) whose husband is Gouverneur M. Marchant. Both are sui juris, non-residents, now residing at Woodberry Forest School, Virginia, and are parties defendant hereto.

B-7 Carl F. Mehring, unmarried son, (nephew of Frederick A. Sieck). He is sui juris, non-resident, whose address is Route 4, Gettysburg, Pennsylvania, and is a party defendant hereto.

B-8 Bertha L. Mehring, unmarried daughter, (niece of Frederick A. Sieck). She is sui juris, a non resident, whose address is Route 4, Gettysburg, Pennsylvania, and is a party defendant hereto.

B-9 Eva L. Mehring, unmarried daughter, (niece of Frederick A. Sieck). She is sui juris, a non-resident, whose address is Route 4, Gettysburg, Pennsylvania, and is a party defendant hereto.

B-10 Godfrey W. Mehring, unmarried son (nephew of Frederick A. Sieck). He is sui juris, a non-resident, whose address is Route 4, Gettysburg, Pennsylvania, and is a party defendant hereto.

C. The heirs at law of John H. Sieck, (brother of Frederick A. Sieck) who died intestate on February 10, 1927, in the State of New York, leaving as his only heirs at law, the following:

C-1 Wilhelmina O. Sieck, widow, who also died intestate on March 23, 1933, in the State of Wisconsin.

C-2. Charlotte Sieck Burkhalter, a daughter, (niece of Frederick A. Sieck) whose husband is Phillip Burkhalter. Both are sui juris, non-residents, now residing at 312 Second Street, Oconto, Wisconsin, and are parties defendant hereto.

C-3. Bertha Sieck Fink, a daughter, (niece of Frederick A. Sieck) who died without issue, intestate on January 26, 1931, in the State of New York, and whose husband, Henry Fink, survived her, but it is not known whether he is living or dead. When last heard of he resided in Buffalo, New York. He, together with his unknown heirs, are parties defendant hereto.

C-4 Walter Sieck, a son (nephew of Frederick A. Sieck), whose wife is Carrie H. Sieck. Both are sui juris, non-residents, now residing at 29 Crosswick Street, Bordentown, New Jersey, and are parties defendant hereto.

C-5 Adolph Sieck, a son (nephew of Frederick A. Sieck) whose wife predeceased him. He is sui juris, a non-resident, and now resides at 1327 Grand Avenue, Pacific Beach, California, and is a party defendant hereto.

C-6. Emma Sieck Restall, a daughter, (niece of Frederick A. Sieck) whose husband is Roy Restall. Both are sui juris, non-residents, now residing at 18 Cleveland Drive, Buffalo, New York, and are parties defendant hereto.

C-7. Cornelia Sieck Eschelman, a daughter, (niece of Frederick A. Sieck) whose husband is Dr. Karl Eschelman. Both are sui juris, non-residents, now residing at 8 North Drive, Buffalo, New York, and are parties defendant hereto.

C-8. Hugo Sieck, a son, (nephew of Frederick A. Sieck) who died without issue, intestate May 29, 1929, in the State of New York, and whose wife survived him and remarried. She is now Loretta Karlmuth and her husband is Carl Karlmuth. Both are sui juris, non-residents, now residing at 65 Culver Road, Buffalo 20, New York, are parties defendant hereto.

C-9 Martin Sieck, a son (nephew of Frederick A. Sieck) who died without issue, intestate on August 6, 1939 in the State of New York, and whose wife, Gertrude B. Sieck, survived him, and subsequently remarried. She cannot now be found, nor is her present name known, nor the name of her husband. Neither is it known whether they are living or dead. She, together with her unknown heirs are parties defendant hereto.

C-10 The heirs at law of Edwin Sieck, a son, (nephew of Frederick A. Sieck) who died intestate on September 27, 1945 in the State of New York, leaving as his only heirs at law the following:

C-10-a Ella F. Sieck, his widow, she is sui juris, a non-resident, now residing at 64 Strathmore Road, Manhasset, Long Island, New York, and is a party defendant hereto.

C-10-b John F. Sieck, a son, (grand-nephew of Frederick A. Sieck), whose wife is Genevieve S. Sieck, Both are sui juris, non-residents, now residing at 64 Strathmore Road, Manhasset, Long Island, New York, and are parties defendant hereto.

C-10-c Corrinne S. Saunders, a daughter, (grand-niece of Frederick A. Sieck) whose husband is Ernest Saunders. Both are sui juris, non-residents, now residing at 64 Strathmore Road, Manhasset, Long Island, New York, and are parties defendant hereto.

C-11 Ruth S. Meves, a daughter, (niece of Frederick A. Sieck,) whose husband is Dr. Theodore Meves, Both are sui juris, non residents, now residing in Milwaukee, Wisconsin, and are parties hereto.

C-12 Florence S. Power, a daughter, (niece of Frederick A. Sieck) whose husband is Harry Powers, Both are sui juris, non residents, now residing in Buffalo, New York, and are parties defendant hereto.

D. The heirs at law of May E. Sieck (an unmarried sister of Frederick A. Sieck) who died without issue intestate on September 21, 1938 in Baltimore Maryland, and whose heirs at law would be all the parties hereto, both plaintiffs and defendants.

E. The heirs at law of Anne E. Fadum, widow, (a sister of Frederick A. Sieck), who died intestate on October 18, 1939, in Baltimore, Maryland, and whose husband, Ernest W. Fadum, predeceased her on March 5, 1905, her heirs at law being the following:

E-1, G. Adolph Fadum, a son, (nephew of Frederick A. Sieck) whose wife is Frances Fadum. Both are sui juris, and reside at 3320 Richmond Avenue, Baltimore-13-Maryland, and are parties plaintiff hereto.

E-2. Ernest F. Fadum, a son, (nephew of Frederick A. Sieck) whose wife is Welka B. Fadum. Both are sui juris, and reside at 1929 East 30th Street, Baltimore, Maryland, and are parties plaintiff hereto.

F. The heirs at law of Minnie Sieck Salmon, (a sister of Frederick A. Sieck) who died without issue, intestate on November 9, 1934, in Baltimore, Maryland, and whose only heirs at law would be the parties hereto, both plaintiffs and defendants, and her husband, John Salmon, who died testate December 13, 1944, in Baltimore, Maryland, and whose duly qualified Executor, Ernest F. Fadum, is a party plaintiff hereto, as such Executor.

G. The heirs at law of William J. Sieck, (a brother of Frederick A. Sieck), who died intestate in 1904,

in the State of Maryland, and whose widow (who subsequently remarried) Georgianna Reisinger, died in Baltimore, Maryland, November 29, 1948, leaving as the only heirs at law of both:

G-1. Charles J. Sieck, a son, (nephew of Frederick A. Sieck) whose wife is Verdie Sieck, Both are sui juris and reside at 717 W. 36th Street, Baltimore, 11, Maryland, and are parties plaintiff hereto.

H. The heirs at law of Emma S. Smith, widow, (a sister of Frederick A. Sieck), who died intestate April 12, 1940 in the State of Pennsylvania, and whose Husband, Charles E. Smith, predeceased her on June 18, 1933, and leaving as her heirs at law the following:

H-1. The heirs at law of Florence Smith Mehring, a daughter, (niece of Frederick A. Sieck) who died intestate December 12, 1943, in the State of Virginia, and leaving as her only heirs at law the following:

H-1-a/Frank L. Mehring, her husband, also a nephew of Frederick A. Sieck (see preceding paragraph 9-B-4) and a party defendant hereto.

H-1-b. Frank L. Mehring, Jr., a son (grand-nephew of Frederick A. Sieck,) whose wife is Evelyn Mehring. Both are sui juris, non-residents, now residing at 6925 DeSota, Conoga Park, California, and are parties defendant hereto.

H-1-c. Carl E. Mehring, a son (grand-nephew of Frederick A. Sieck). It is not known whether he is living or dead, married or single. When last heard of he resided in California, and he, together with his unknown heirs, are parties defendant hereto.

H-1-d. Herbert C. Mehring, a son, (grand-nephew of Frederick A. Sieck) whose wife is Gwendolyn G. Mehring. Both are sui juris, non residents, now residing at 2127 Val Pariso, Menlo Park, California, and are parties defendant hereto.

H-1-e Eleanor Mehring Barnette, a daughter, (grand-niece of Frederick A. Sieck), whose husband is Hunter Barnette. Both are sui juris, non-residents, whose present address is Route 1, Proffit, Virginia, and are parties defendant hereon.

H-2. Elsie Smith Griffith, a daughter, (niece of Frederick A. Sieck) whose husband is Chester A. Griffith, Jr., Both are sui juris, non-residents, now residing at 31 N. Beaver Street, York, Pennsylvania, and are parties defendant hereto.

H-3. Marie A. Smith, a daughter, (niece of Frederick A. Sieck) who died unmarried, without issue, testate, on November 6, 1945, a resident of the State of Pennsylvania, and by her Last Will named her two brothers Elmer W. Smith and Eugene F. Smith, Executors, and they duly qualified as such, and are parties defendant hereto.

H-4. Ruth Smith Eberly, a daughter, (niece of Frederick A. Sieck) whose husband is Joseph Eberly. Both are sui juris non residents, and now reside at Mt. Vernon Country Club, Golden, Colorado, and are parties defendant hereto.

H-5. Elmer W. Smith, a son, (nephew of Frederick A. Sieck) whose wife is Delma B. Smith. Both are sui juris, non-residents, whose present address is R.D. 9 York, Pennsylvania, and are parties defendant hereto.

H-6. Eugene F. Smith, a son (nephew of Frederick A. Sieck) whose wife is Beulah C. Smith. Both are sui juris, non-residents, whose present address is 30 N. Beaver Street, York, Pennsylvania, and are parties defendant hereto.

I. The heirs at law of Charles H. Sieck, (a brother of Frederick A. Sieck) who died intestate on June 8, 1914, in Baltimore. Maryland, leaving as his heirs at law the following:

I-1. Virginia J. Sieck, his widow, who is sui juris, and now resides at 1510 Northgate Road, Baltimore, 18-Maryland, and is a party plaintiff hereto.

I-2 Ethel R. Sieck, a daughter, (niece of Frederick A. Sieck), unmarried, who is sui juris, and now resides at 101 W. 22d Street, Baltimore, 18, Maryland, and is a party plaintiff hereto.

I-3. Claymore C. Sieck, a son, (nephew of Frederick A. Sieck) , whose wife is Mary T. Sieck/ Both are sui juris, and now reside at 120 Churchwarden Road, Baltimore, 12, Maryland, and are parties plaintiff hereto.

I-4. Evelyn Sieck Wood, a daughter, (niece of Frederick A. Sieck), who died intestate, a resident of the State of Connecticut, without issue, but leaving surviving her, her husband, Donald W. Wood; he is sui juris, a non-

resident, and now resides in Greenwich Connecticut, and is a party defendant hereto, and also surviving her was her mother, Virginia J. Sieck, a party plaintiff hereto. (See Paragraph I-1).

I-5. Dorothy Sieck, a daughter, (niece of Frederick A. Sieck) unmarried, who is sui juris, and now resides at 1510 Northgate Road, Baltimore-18-Maryland, and is a party plaintiff hereto.

I-6. Luther S. Sieck, a son, (nephew of Frederick A. Sieck) whose wife is Miriam Y. Sieck. Both are sui juris, and now reside at 5106 Wetheredsville Road, Baltimore-7-Maryland, and are parties plaintiff hereto.

I-7. C Robert Sieck, a son (nephew of Frederick A. Sieck) whose wife is Margaret Sieck. Both are sui juris and now reside at 941 Argonne Drive, Baltimore-18-Maryland, and are parties plaintiff hereto.

J. The heirs at law of Matilda Sieck, (a sister of Frederick A. Sieck) who died in 1889, in Baltimore Maryland, unmarried, without issue, and intestate. Her heirs at law would be the parties hereto, both plaintiffs and defendants.

10. That, under any interpretation of the terms, or the intent and meaning, of the said Last Will and Testament of the said Frederick A. Sieck, the parties hereto constitute all and every person who could possibly share in the distribution of the Estate of Frederick A. Sieck.

TO THE END, THEREFORE:

(a) That guardians et litem be appointed for the infant parties in these proceedings.

(b) That an Order of Publication issue for the non-resident Defendants.

(c) That this Honorable Court assume jurisdiction in the matter and by its decree determine the true intent and meaning of said Last Will and Testament of Frederick A. Sieck.

(d) That they may have such other and further relief as their case may require.

AND AS IN DULY BOUND. ETC.

Margaret C.M.D. Heckendorf,  
For the Complainants.

Louis M. Strauss

Solicitor for Complainants

STATE OF MARYLAND, CITY OF BALTIMORE, to-wit.

I HEREBY CERTIFY, that on this 6th day of August, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Margaret C.M.D. Heckendorf, one of the Complainants herein named, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Elizabeth A. Terifay,

Notary Public.

Filed November 21, 1949

COMPLAINANT'S EXHIBIT NO. 1.

WILL

IN THE NAME OF GOD, AMEN:

I, FREDERICK A. SIECK, OF THE CITY OF BALTIMORE, and the State of Maryland, being of sound and disposing mind and memory, and considering the uncertainty of this life, do make, publish and declare this to be my Last Will and Testament as follows: First, after my lawful debts are paid, I give, devise and bequeath all of my property of whatsoever kind whether real, personal or mixed, unto Ernest F. Fadum, in trust that he, or his successor shall collect the rents, issues and profits thereof, and after paying the taxes and all necessary expenses thereon, to pay the net income remaining unto my daughter, Margaret C.M.D. Sieck, until she becomes thirty years of age, which will be September 6, 1938. As soon as practicable after this date, the trust herein created shall cease and all the property in the trust estate shall be turned over to my said Daughter to be hers absolutely and free and clear of the trust herein created, except for the provisions hereinafter made should my said Daughter die without issue. After September 6, 1933, that is, after my said Daughter shall have reached the age of twenty-five years, should she request it in writing, the said Trustee is directed to divide into two equal parts

the entire estate, giving one part to my said Daughter absolutely and free and clear of the trust herein after made should my said Daughter die without issue, and retaining the other, in trust, until September 6, 1938 as herein before provided. The receipt of my said Daughter alone shall be a good and effectual release, acquittance and discharge to the said Trustee. I empower the said Trustee, with the written consent of my said Daughter to sell and dispose of any part or parts of the said trust property, and convey the same by deed, bill of sale, or other necessary papers to transfer title, duly executed by my said Daughter and said Trustee to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and to reinvest the proceeds of said sale in other real or personal property, as my said Daughter and Trustee may deem expedient and proper; and with full power to the said Trustee, with the consent of my said Daughter to change any investment or re-investment from time to time. It shall not be incumbent upon any purchaser of any of the trust property to see to the application of the purchase money. In the event that my said Daughter die without issue surviving her, then as to such part or so much of my estate, or the avails or proceeds of the same, as shall not have been disposed of in her lifetime in trust for such person or persons, uses, objects, trusts and purposes, as my said Daughter, shall, by an instrument in writing, in the nature of a last will and testament direct, limit and appoint, and for want of such direction, limitation and appointment, then in trust to grant and convey the same to such persons as would have been entitled to the estate, under the now existing laws of the State of Maryland, had I departed this life intestate and without surviving issue. The intent and purpose of this provision, in the event my said Daughter dies without issue surviving her, is to have what remains of my Estate at the time of her death go to those persons who would have been entitled to my Estate had my daughter pre-deceased me and had I died intestate.

I hereby appoint Ernest F. Fadum to be Executor of this my last Will and Testament; hereby revoking all former Wills.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my seal, the 31st day of August in the year of Our Lord, one thousand nine hundred and twenty-seven. EY

Witnesses:

Frederick A. Sieck

(SEAL)

Claymore C. Sieck

G. Adolph Fadum

Signed, sealed, published and declared by the above named testator as and for his last will and testament in the presence of us who at his request in his presence and the presence of each other, have hereunto subscribed our names as witnesses.

A. P. Weaver, Jr., Address 2533 St. Paul St.

J. Richard Wilkins, Address 931 N. Calvert St.

BALTIMORE CITY, SS.

On the 24th day of April, 1939, came Ernest F. Fadum and made oath in due form of law, that he does not know of any Will or Codicil of Frederick A. Sieck late of said City, deceased other than the above instrument of writing and that Ernest F. Fadum says: he obtained Will from Margaret D. Sieck, daughter of deceased, she having found same among effects of deceased and that the said Frederick A. Sieck departed this life on the 13th day of January, 1939.

SWORN To in open Court.

Test: JOHN H. BOUSE, Register of Wills for Baltimore City.

BALTIMORE CITY, SS.

On the 25th day of April, 1939, came Claymore C. Sieck, C. Adolph Fadum and A. P. Weaver, Jr., and on the 26th day of April, 1939, came J. Richard Wilkins, the four subscribing witnesses to the foregoing last Will and Testament of Frederick A. Sieck late of said city, deceased, and MADE OATH IN DUE FORM OF LAW, that they did see Testator sign and seal this Will; that they heard him publish, pronounce and declare the same

to be his last Will and Testament; that at the time of his so doing he was to the best of their apprehension of sound and disposing mind, memory, understanding; and that they subscribed their names as witnesses to this Will in his presence at his request; and in the presence of each other.

SWORN to in open Court.

TESTE/ JOHN H. BOUSE,  
Register of Wills for Baltimore City

IN THE ORPHANS' COURT OF BALTIMORE CITY:

THE REGISTER OF WILLS FOR BALTIMORE CITY, after having carefully examined the above last Will and Testament of Frederick A. Sieck, late of Baltimore City, deceased, and also evidence adduced as to its validity, Orders and Decrees, this 27th day of April, 1939, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Frederick A. Sieck, deceased.

JOHN H. BOUSE, Register of Wills for Baltimore City.

(ORPHANS' COURT SEAL) STATE OF MARYLAND, BALTIMORE CITY, ss:

I, JOHN H. BOUSE, Register of Wills, and, by law, keeper of the Seal and of the Records, and of the Original Papers of the Orphans Court of Baltimore City, DO HEREBY CERTIFY THAT the foregoing is a true and full copy of The Last Will and Testament of Frederick A. Sieck, late of said city, deceased, together with the proofs and probate thereof etc. taken from Wills Liber J.H.B. No. 195 Folio No. 570 etc. being one of the Records filed, recorded and kept in the office of the Register of Wills for Baltimore City.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court and office, this 31st day of January, in the year of our Lord nineteen hundred and forty-eight.

(COURT SEAL.)

JOHN H. BOUSE, Register of Wills for Baltimore City.

Filed Nov. 21, 1949.

ORDER OF PUBLICATION

The object of this proceeding is to procure a decree by the Circuit Court for Anne Arundel County, construing the Last Will and Testament of Frederick A. Sieck, deceased;

THE BILL of Complaint filed in the above cause recites the following:

That Frederick A. Sieck died January 13, 1939 leaving as his only child, Margaret C.M.D. Heckendorf, and that his Will was duly admitted to probate in Baltimore City; and

That Margaret C.M.D. Heckendorf intermarried with Otto Heckendorf on November 22, 1941 and as a result of said marriage three children were born, i.e. Jon S. Heckendorf, born February 27, 1943, Paul S. and David W. Heckendorf, twins, born December 31, 1946; and

That Ernest F. Fadum qualified as Executor of the Last Will and Testament of Frederick A. Sieck and as such Executor completed the administration thereof and distributed the entire estate to Margaret C.M.D. Heckendorf free and clear of any trust; and

That a certified copy of said Will is filed in these proceedings, the pertinent provisions of which read.

"I give, devise and bequeath all of my property of whatsoever kind whether real, personal or mixed, unto Ernest F. Fadum, in trust that he, or his successor shall collect the rents issued and profits thereof, and after paying the taxes and all necessary expenses thereon, to pay the net income remaining unto my daughter, Margaret C.M.D. Sieck, until she becomes thirty years of age, which will be September 6, 1938. As soon as practicable after this date, the trust herein created shall cease and all the property in the trust estate shall be turned over to my said Daughter to be hers absolutely and free and clear of the trust herein created, except for the provision hereinafter made should my said Daughter die without issue. After September 6, 1933, that is after my said Daughter shall have reached the age of twenty-five years should she request it in writing, the said Trustee is directed to divide into two equal parts the entire estate, giving one part to my said Daughter absolutely and free and clear of the trust herein created, except for the provisions hereinafter made should my said Daughter die without issue, and retaining the other in trust, until September 6, 1938 as hereinbefore provided. The receipt of my said

Daughter alone shall be a good and effectual release, acquittance and discharge to the said Trustee. I empower the said Trustee, with the written consent of my said Daughter to sell and dispose of any part or parts of the said trust property and convey the same by deed, bill of sale, or other necessary papers to transfer title, duly executed by my said Daughter and said Trustee to the purchaser or purchasers thereof, his, her or their heirs, personal representatives or assigns, and to reinvest the proceeds of said sale in other real or personal property, as my said Daughter and Trustee may deem expedient and proper; and with full power to the said Trustee, with the consent of my said Daughter to change any investment or re-investment from time to time. It shall not be incumbent upon any purchaser of any of the trust property to see to the application of the purchase money. In the event that my said Daughter dies without issue surviving her, then as to such part or so much of my estate, or the avails or proceeds of the same, as shall not have been disposed of in her life time in trust for such person or persons, uses, objects, trusts and purposes, as my said Daughter, shall, by an instrument in writing in the nature of a last will and testament direct, limit and appoint, and for want of such direction, limitation and appointment, then in trust to grant and convey the same to such persons as would have been entitled to the estate, under the now existing laws of the State of Maryland, had I departed this life intestate and without surviving issue. The intent and purpose of this provision, in the event my said Daughter dies without issue surviving her, is to have what remains of my Estate at the time of her death to go to those persons who would have been entitled to my Estate had my Daughter predeceased me and had I died intestate."

That Frederick A. Sieck died seized approximately 150 acres known as Charles Forest in the Third Election District of Anne Arundel County, and

It alleges that the Trust provision of the said Will did not become effective, in that, the date, September 6, 1938 set for final termination of the trust occurred before the death of the Testator and that Margaret C.M.D. Heckendorf did not die without issue before the Trust terminated; further

It alleges that the Trust was intended only to protect the interest of Margaret C.M.D. Heckendorf until she became thirty years of age and in the event she should have prior to reaching thirty years of age to have all the Testator's property revert to his family; and

It alleges under the terms of said will a fee simple title vested solely in Margaret C.M.D. Heckendorf; and; The Bill further sets forth all of the possible heirs of Frederick A. Sieck had he died intestate, as follows:

Florence L. Aichele, a sister	Charlotte Sieck Burkhalter, a niece whose husband is Phillip Burkhalter
Charlotte M. Mehring, a niece by marriage	Henry Fink, a nephew by marriage, Unknown heirs of Henry Fink.
Walter H. Mehring, a grand-nephew	Walter Sieck, a nephew, Whose wife is Carrie H. Sieck
Margaret Mehring Ecker, a grand-niece, whose husband is Dr. Henry Ecker	Adolph Sieck, a nephew
Gertrude B. Mehring, a niece by marriage	Emma Sieck Restall, a niece Whose husband is Roy Restall
Charles H. Mehring and Carl M. Mehring and Chapman H. Mehring, all infants and great grand-nephews	Cornelius Sieck Eschelmann, a niece, whose husband is Dr. Karl Eschelmann
Violet Woodson Foster, a grand-niece whose husband is Francis Foster	Loretta Karlmath, a niece by marriage whose husband is Carl Karlmath
Joseph T. Woodson, Jr., a grand-nephew whose wife is Betty J. Woodson.	Gertrude B. Sieck, a niece by marriage, Unknown heirs of Gertrude B. Sieck
Frank L. Mehring, a nephew,	Ella F. Sieck, a niece by marriage
Oscar E. Mehring, a nephew, Whose wife is Minnie M. Mehring.	John F. Sieck, a grand nephew, whose wife is Genevieve S. Sieck
Elsie Mehring Marchant, a niece, whose husband is Gouverneur M. Marchant	Corrinne S. Saunders, a grand-niece whose husband is Ernest Saunders.
Carl F. Mehring, a nephew, Bertha L. Mehring, a niece Eva L. Mehring, a niece.	Ruth S. Merves, a niece, whose husband is Dr. Theodore Merves.
Godfrey M. Mehring, a nephew.	

Florence S. Power, a niece, whose husband is Harry Power.

G. Adolph Fadum, a nephew, whose wife is Frances Fadum,

Ernest F. Fadum, a nephew, whose wife is Welka B. Fadum

The beneficiaries under the Will of John Salmon, a brother-in-law of which Will Ernest F. Fadum qualified as Executor.

Charles J. Sieck, a nephew, whose wife is Verdie Sieck.

Frank L. Mehring, Jr., a grand-nephew, whose wife is Evelyn Mehring

Carl E. Mehring, a grand-nephew, Unknown heirs of Carl E. Mehring

Virginia J. Sieck, a sister-in-law  
Ethel R. Sieck, a niece

Claymore C. Sieck, a nephew, whose wife is Mary T. Sieck,

Donald W. Wood, a nephew, by marriage

Herbert C. Mehring, a grand-nephew, whose wife is Gwendolyn G. Mehring.

Eleanor Mehring Barnette, a grand-niece whose husband is Hunter Barnette

Elsie Smith Griffith, a niece, whose husband is Chester A. Griffith, Jr.,

The beneficiaries under Will of Marie A. Smith, a niece, of which Will Elmer W. Smith and Eugene F. Smith qualified as Executors.

Ruth Smith Eberly, a niece, whose husband is Joseph Eberly.

Elmer W. Smith, a nephew, whose wife is Delma B. Smith

Eugene F. Smith, a nephew, whose wife is Beulah C. Smith

Dorothy Sieck, a niece.  
Luther S. Sieck, a nephew, whose wife is Miriam Y. Sieck

C. Robert Sieck, a nephew, whose wife is Margaret Sieck.

Further, the Bill alleges that the parties to this suit constitute all and every person who could possibly share in the Estate of Frederick A. Sieck under any interpretation of said Will.

The Bill then prays this Court to assume jurisdiction and by its decree determine the true intent and meaning of said Last Will and Testament of Frederick A. Sieck, and for such other relief as the case may require.

It is thereupon this 1st day of December, 1949, by the Circuit Court for Anne Arundel County

ORDERED, that a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four (4) successive weeks before the 6<sup>th</sup> day of January, 1950, giving notice to all the non-residents, and to all other persons proceeded against as non-residents and unto all unknown heirs at law, next of kin, legatees, devisees and personal representatives of any deceased heirs at law of Frederick A. Sieck, and all unknown persons, whether or not residents of the State of Maryland, and whether or not actually living who may have any possible claim or right to participate in the Estate of Frederick A. Sieck, deceased, of the object and substance of said Bill of Complaint, warning them and each of them to appear in this Court in person, or by Solicitor, on or before the 21<sup>st</sup> day of January, 1950, and show cause, if any they or any of them may have why a decree should not pass as prayed.

John H. Hopkins, 3rd, Clerk.

Filed 1 December, 1949

CERTIFICATE OF PUBLICATION.

Annapolis, Md. January 9, 1950.

We hereby certify, that the annexed ORDER OF PUBLICATION-Eq. #9834- FREDERICK A. SIECK was published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of January, 1950, The first insertion being made the 5th day of December, 1949.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 6588

by R. L. Brown.

Filed Febry. 7<sup>th</sup>, 1950.

PETITION TO APPOINT GUARDIAN AD LITEM FOR RESIDENT INFANTS.

To the Honorable, the Judges of said Court:

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

1st, That Jon S. Heckendorf, David W. Heckendorf and Paul S. Heckendorf, infant defendants in this cause have been duly summoned.

2nd. That said infant defendants have no legal guardian.

WHEREFORE your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said infant Defendants, and suggests that William W. Townsend, Jr., who has no interest what-

ever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

Louis M. Strauss, Solicitor for Plaintiffs.

O R D E R

ORDERED, by the Circuit Court for Anne Arundel County on this 3rd day of May, 1950, upon the foregoing petition that William M. Townsend, Jr., be and he is hereby appointed Guardian ad Litem for the Infant Defendants named in the foregoing Petition and he is hereby directed to appear and file his answer in their behalf.

Benjamin Michaelson, Judge.

Filed May 3", 1950

PETITION TO APPOINT GUARDIAN AD LITEM FOR NON RESIDENT INFANTS

TO THE HONORABLE The Judge of said Court:

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

1st. That Chapman H. Mehring, Charles M. Mehring and Carl M. Mehring, infant non-resident defendants in this cause have been duly summoned by an Order of Publication.

2d. That said infant defendants in this cause have no legal guardian.

Wherefore your Petitioners pray this Honorable Court to appoint a Guardian ad Litem to appear and answer for said infant defendants, and suggest that William W. Townsend, Jr., who has no interest in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

Louis M. Strauss, Solicitor for Plaintiffs.

O R D E R

ORDERED, by the Circuit Court for Anne Arundel County, in Equity, on this 3rd day of May, 1950, upon the foregoing Petition that William M. Townsend, Jr., be and he is hereby appointed Guardian ad Litem for the infant Defendants named in the foregoing Petition and he is hereby directed to appear and file his answer on their behalf.

Benjamin Michaelson, Judge.

Filed May 3, 1950

ANSWER OF GUARDIAN AD LITEM FOR INFANTS

To The Honorable, the Judge of said Court:

The Answer of Jon S. Heckendorf, David W. Heckendorf, Paul S. Heckendorf, Chapman J. Mehring, Charles M. Mehring and Carl M. Mehring, the infant Defendants named in the Bill of Complaint in this Court against them exhibited, by William W. Townsend, Jr., duly appointed Guardian ad Litem, respectfully represents unto your Honor:

That the Defendants being infants under the age of twenty-one years cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submit their rights to the protection of this Honorable Court. And as in duty bound, etc.,

William W. Townshend, Jr., Guardian ad Litem.

Filed 3 May, 1950

DECREE PRO CONFESSO AND LEAVE TO TAKE TESTIMONY BEFORE A STANDING EXAMINER.

The Defendants, Florence L. Aichele, Widow, Charlotte M. Mehring, Widow, Walter H. Mehring, Jr., and Sarah C. Mehring, his wife, Margaret M. Ecker and Dr. Henry Ecker, her husband, Gertrude B. Mehring, Widow, Chapman H. Mehring, infant, Charles M. Mehring, infant, Carl M. Mehring, infant, Violet W. Foster and Francis Foster, her husband, Joseph T. Woodson, Jr., and Betty J. Woodson, his wife, Frank L. Mehring, Widower, Oscar E. Mehring, and Minnie M. Mehring, his wife, Elsie M. Marchant, and Gouvernor M. Marchant, her husband, Carl F. Mehring, unmarried, Bertha L. Mehring, unmarried, Eva L. Mehring, unmarried, Godfrey M. Mehring, unmarried, Charlotte S. Burkhalter, and Phillip Burkhalter, her husband, Henry Fink, The unknown heirs of Henry Fink, Walter Sieck, and Carrie H. Sieck, his wife, Adolph Sieck, widower, Emma S. Restall, and Roy Restall, her husband, Cornelia S. Eschelman, and Dr. Karl Eschelman, her husband, Loretta Karmuth and Carl Karmuth, her

husband, Gertrude B. Sieck, The unknown heirs of Gertrude B. Sieck, Ella F. Sieck, Widow, John F. Sieck, and Genevieve S. Sieck, his wife, Corrinne S. Saunders, and Ernest Saunders, her husband, Florence S. Power and Harry Power, her husband, Frank L. Mehring, Jr., and Evelyn Mehring, his wife, Carl E. Mehring, The unknown heirs of Carl E. Mehring, Herbert G. Mehring, and Gwendolyn G. Mehring, his wife, Eleanor M. Barnette, and Hunter Barnette, her husband, Elsie S. Griffith, and Chester A. Griffith, Jr., her husband, Elsie S. Griffith, and Chester A. Griffith, Jr., her husband, Elmer W. Smith, and Eugene F. Smith, Executors Estate of Marie A. Smith, Ruth S. Eberly, and Joseph W. Eberly, her husband, Elmer W. Smith, and Delma B. Smith, his wife, Eugene F. Smith, and Beulah C. Smith, his wife, Donald W. Wood, Widower, in this case have been duly summoned by Order of Publication duly published and having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication (or writ of Summons).

It is thereupon this 3rd 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 defendants, the said Florence L. Aichele, Widow, Charlotte M. Mehring, Widow, Walter H. Mehring, Jr. and Sarah C. Mehring, his wife, Margaret M. Ecker and Dr. Henry Ecker, her husband, Gertrude B. Mehring, Widow, Chapman H. Mehring, Infant, Charles M. Mehring, infant, Carl M. Mehring, infant, Violet W. Foster, and Francis Foster, her husband, Joseph T. Woodson, Jr., and Betty J. Woodson, his wife, Frank L. Mehring, Widower, Oscar E. Mehring, and Minnie M. Mehring, his wife, Elsie M. Marchant, and Gouverneur M. Marchant, her husband, Carl F. Mehring, unmarried, Bertha L. Mehring, unmarried, Eva L. Mehring, unmarried, Godfrey M. Mehring, unmarried, Charlotte S. Burkgalter, and Phillip Burkhalter, her husband, Henry Fink, The Unknown heirs of Henry Fink, Walter Sieck and Carrie H. Sieck, his wife, Adolph Sieck, Widower, Emma S. Restall, and Roy Restall, her husband, Cornelia S. Eschelman, and Dr. Karl Eschelman, her husband, Loretta Karmuth, and Carl Kurmuth, her husband, Gertrude B. Sieck, The unknown heirs of Gertrude B. Sieck, Ella F. Sieck, Widow, John F. Sieck, and Genevieve S. Sieck, his wife, Corrine S. Saunders, and Ernest Saunders, her husband, Ruth S. Merves, and Dr. Theodore Merves, her husband, Florence S. Power, and Harry Power, her husband, Frank L. Mehring, Jr., and Evelyn Mehring, his wife, Carl E. Mehring, The unknown heirs of Carl E. Mehring, Herbert G. Mehring, and Gwendolyn G. Mehring, his wife, Eleanor M. Barnette, and Hunter Barnette, her husband, Elsie S. Griffith, and Chester A. Griffith, Jr., her husband, Elmer W. Smith, and Eugene F. Smith, Executors, Estate of Marie A. Smith, Ruth S. Eberly and Joseph W. Eberly, her husband, Elmer W. Smith, and Delma B. Smith, his wife, Eugene F. Smith, and Beulah C. Smith, his wife, Donald W. Wood, Widower;

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 May 3", 1950

TESTIMONY ON BEHALF OF THE COMPLAINANTS.

PRESENT:

Louis M. Strauss, Solicitor for Complainants  
 John S. Strahorn, Examiner  
 Martin Applebaum, Stenographer

WITNESSES:

Ernest F. Fadum . . . . . 2 to 26  
 Margaret C. M. D. Heckendorf . . . . . 27 to 29

Mr. Clerk:- Please file

Jno. S. Strahorn, Examiner.

Costs: JSS \$12.00  
 MA \$15.00

ERNEST F. FADUM, a witness on behalf of the Complainants, being duly sworn, testified as follows:

By MR. STRAUSS:

Q Your full name is Ernest Fadum?

A Ernest F. Fadum, residing now at 4405 North Charles Street, At the time the Bill of Complaint was signed, it was 1939 East 30th, Baltimore, City.

Q Mr. Fadum, you are the executor of the estate of Frederick A. Sieck?

A Yes, I was the executor of the Sieck estate.

Q. Are not you familiar with the last will and testament of Frederick A. Sieck?

A. I am.

Q. Will you be so kind as to relate to the Court the status of the estate of Frederick A. Sieck in reference to the heirs, persons involved, and final history of the persons involved?

A I was the executor of the estate of Frederick A. Sieck, and I administered the estate and closed it and distributed the entire proceeds to Margaret C.M.D. Heckendorf, his daughter. I interpreted the will that that should be done. I prepared the will in question under instructions from the testator, and I am familiar with the reasons of the various provisions and trust provisions in the will. In order to explain this, it will be necessary for me to recite some of the facts and circumstances that motivated the preparation of the will in the manner in which it was drawn.

Frederick A. Sieck did not marry until he was fifty-three years of age. He married Carrie Saxton who at that time was eighteen years of age, nineteen years of age. The Saxton family had a number die at a very young age. Mr. Sieck was somewhat apprehensive that his daughter might be short-lived just as her aunt and her mother had been. Her aunt died at the age of eighteen. The wife, Mrs. Sieck, died at the age of thirty-seven. The will was not made until after the death of the wife. Mr. Sieck felt that in the event of his daughter dying without issue that the property he had should revert to his family rather than to have the Saxton family share therein. Therefore, the provision was made that should his daughter die without issue, the estate was to go to the testator's heirs rather than the heirs of the daughter. So, there was a provision that half of the estate should be paid to the daughter at the age of twenty-five, the purpose of this being that should the daughter marry someone or waste what she might have received from the estate, there would still be something left which was to go to her at the age of thirty. It was the intention of the testator that the estate should terminate when the daughter became thirty years of age. This intention was expressed to me by the testator. In fact, all of what has been said heretofore is a result of several conferences and talks with the testator prior to the drawing of the will. Knowing what the intentions of the testator were, I had no hesitancy as executor to distribute the estate to her as soon as possible after his death because the daughter reached the age of thirty years shortly before the death of the testator. From my knowledge of the intentions of the testator as expressed to me on a number of occasions, the trust was not to continue after September 6, 1938. The subsequent provisions as to dying without issue were intended by the testator as expressed to me to apply only up until that time. There was no doubt in my mind whatsoever that the entire estate belonged to the daughter now Mrs. Heckendorf. Had there been any doubt in my mind as to the intention of the testator, I would have suggested to the daughter to make some disposition of the property which the trust authorized me to do with her consent, but this provision of disposing of any or all of the estate during the continuance of the trust was inserted in said will to allow for the disposition of any or all of the estate, and it could have been converted into cash, and it will be noted that there is a further provision in the will that the purchaser or purchasers under the trust were not required to see to the application of the purchase money. The estate of Frederick A. Sieck consisted of a relatively small amount of cash, and the amount I do not recall. There was also a small amount of stock which was turned over to the daughter and which she sold and converted into government bonds, and there was no question raised at that time as to her title, as to her equitable title to that stock. The main portion of the estate consisted of a fee simple tract of land of approximately 150 acres known as Charles Forest, which tract of land is situated in the Third Election District of Anne Arundel County.

Q. Mr. Fadum, in filing this Bill asking the Court to assume jurisdiction, will you tell the Court what the occasion and purpose of filing this Bill is?

A. Yes, the necessity for the filing of the Bill arose as follows: About two years ago Mrs. Heckendorf

entered into a contract of sale to sell a small portion of this tract of land known as Charles Forest, being a piece about 100 by 300 or 400. The attorney that examined the title raised the question as to her right to sell under the provisions of the will, especially that portion which says if she dies without issue that the property should go to the heirs of the testator. The daughter, Mrs. Heckendorf, now has three children who are infants and who are named as parties defendant in this suit. I suggested to the attorney who raised the question that regardless of that provision I as trustee named in the will together with the beneficiary of the trust, that is the daughter, Mrs. Heckenford, who was, of course, at that time of age, could dispose of any portion of the tract under the provisions of the trust provisions of the will assuming that the trust did not terminate on September 6, 1938, the thirtieth birthday of the daughter; however, he contended that it may be interpreted that the trust terminated at that time, but the other provisions were still in effect.

Q. Mr. Fadum, the provisions of the will setting up the trust provided that the final termination of the trust should occur September 6, 1938. Did the testator die before or after the termination of the trust as therein set forth?

A. He died after September 6, 1938, the date set for the final termination of the trust.

Q. Did Margaret C.M.D. Heckendorf die with or without issue before the date of the termination of the trust?

A. Margaret Heckendorf, the daughter, survived the father, and is present living, and is a party complainant to this Bill.

Q. Therefore, she did not die without issue surviving her because she is living, is that so.

A. She is not only living but also has three living children in very good health.

Q. Will you be so kind as to trace the family history of the late Frederick A. Sieck?

A. Frederick A. Sieck was an uncle of mine, being my mother's brother. He had ten brothers and sisters, and it is a large family. At present the descendants are scattered throughout the United States. All of them have been made parties to this suit after a thorough investigation by me, and with a sincere effort by me to locate them all with the aid of family records which have been in existence a long time. These parties who would have been heirs are set forth in detail in the Bill of Complaint and they are as follows:

Paragraph 9. That had the said Frederick A. Sieck died intestate, without issue, his heirs at law would have been as follows:

A. Florence L. Aichele, widow (sister of Frederick A. Sieck). She is sui juris a non-resident, now residing at 532 Huger Street, Charlestown, S.C., and is a party defendant hereto.

B. The heirs at law of Caroline Sieck Mehring (sister of Frederick A. Sieck) who died intestate in the State of Virginia on October 15, 1921, leaving as her only heirs at law, the following:

B-1 Charles A. Mehring, her husband, who died intestate in the State of Pennsylvania on November 18, 1929.

B-2 The heirs at law of Walter H. Mehring, a son (nephew of Frederick A. Sieck) who died intestate on January 1, 1947 in the State of Virginia, leaving as his only heirs at law, the following:

B-2-a Charlotte M. Mehring, his widow, she is sui juris, a non-resident, residing at 709 E. High Street, Charlottesville, Virginia, and is a party defendant hereto.

B-2-b Walter H. Mehring, Jr., (grand-nephew of Frederick A. Sieck) whose wife is Sarah C. Mehring. Both are sui-juris, non-residents, now residing at Highland Orchards, Box 43, Coveseville, Virginia, and are parties defendant hereto.

B-2-c Margaret Mehring Ecker, a daughter, (grand-niece of Frederick A. Sieck) whose husband is Dr. Henry Ecker. Both are sui juris non-residents, now residing at 3309 Highland Avenue, N.W. Washington, D.C., and are parties defendant hereto.

B-2-d The heirs at law of Charles M. Mehring, a son, (grand-nephew of Frederick A. Sieck) who died

intestate on April 16, 1946, in the State of Virginia, leaving as his heirs at law the following:

B-2-d-1 Gertrude B. Mehring, widow, who is sui juris, a non-resident, whose present address is Box 81, Covesville, Virginia, a party defendant hereto.

B-2-d-2 Charles M. Mehring, Carl M. Mehring and Chapman H. Mehring, sons, (great-grand-nephews of Frederick A. Sieck). The eldest of these three sons being now seven years of age, all are now residents residing with their mother, Gertrude B. Mohring, Box 81, Covesville, Virginia, and are parties defendant hereto.

B-3 The heirs at law of Lula Mehring Woodson, daughter, (niece of Frederick A. Sieck) who died intestate on November 16, 1944, in the State of Pennsylvania, and whose husband, Joseph T. Woodson, predeceased her, and leaving as her heirs at law, the following:

B-3-a Violet Woodson Foster, daughter, (grand-niece of Frederick A. Sieck), whose husband is Francis Foster. Both are sui juris, non-residents, now residing at 3534 84th Street, Jackson Heights, New York, and are parties defendant hereto.

B-3-d Joseph T. Woodson, Jr., a son (grand-nephew of Frederick A. Sieck) whose wife is Betty J. Woodson. Both are sui juris, non-residents, now residing at Aspers, Pennsylvania, and are parties defendant hereto.

B-4 Frank L. Mehring, widower, a son, (nephew of Frederick A. Sieck) and whose wife, Florence Smith Mehring, died on September 16, 1941. He is sui juris, a non-resident, whose present address is Route 1, Proffit, Virginia, and is a party defendant hereto.

B-5 Oscar E. Mehring, a son, (nephew of Frederick A. Sieck) whose wife is Minnie M. Mehring. Both are sui juris, non-residents, now residing at Stafford, Virginia, and are parties defendant hereto.

B-6 Elsie Mehring Marchant, a daughter (niece of Frederick A. Sieck) whose husband is Gouverneur N. Marchant. Both are sui juris, non-residents now residing at Woodberry Forest School, Virginia, and are parties defendant hereto. ck

B-7 Carl F. Mehring, unmarried son, (nephew of Frederick A. Sieck). He is sui juris, non-resident, whose address is Route 4, Gettsburg, Pennsylvania, and is a party defendant hereto.

B-8 Bertha L. Mehring, unmarried daughter, (niece of Frederick A. Sieck). She is sui juris, a non-resident, whose address is Route 4, Gettsburg, Pennsylvania, and is a party defendant hereto.

B-9 Eva L. Mehring, unmarried daughter, (niece of Frederick A. Sieck). She is sui juris, a non-resident, whose address is Route 4, Gettsburg, Pennsylvania, and is a party defendant hereto,

B-10. Godfrey W. Mehring, unmarried son. (nephew of Frederick A. Sieck). He is sui juris, a non-resident, whose address is Route 4, Gettsburg, Pennsylvania, and is a party defendant hereto.

C. The heirs at law of John H. Sieck, (brother of Frederick A. Sieck) who died intestate on February 10, 1927, in the State of New York, leaving as his only heirs at law, the following:

C-1 Wilhelmina O. Sieck, widow, who also died intestate on March 23, 1933, in the State of Wisconsin.

C-2 Charlotte Sieck Burkhalter, a daughter, (niece of Frederick A. Sieck) whose husband is Philip Burkhalter. Both are sui juris, non-residents, now residing at 312 Second Street, Oconto, Wisconsin, and are parties defendant hereto.

C-3 Bertha Sieck Fink, a daughter, (niece of Frederick A. Sieck) who died without issue, intestate on January 26, 1931, in the State of New York, and whose husband, Henry Fink, survived her, but it is not known whether he is living or dead. When last heard of he resided in Buffalo, New York. He, together with his unknown heirs, are parties defendant hereto.

C-4 Walter Sieck, a son, (nephew of Frederick A. Sieck) whose wife is Carrie H. Sieck, Both are sui juris, non-residents, now residing at 29 Crosswick Street, Bordentown, New Jersey, and are parties defendant hereto.

C-5 Adolph Sieck, a son (nephew of Frederick A. Sieck) whose wife predeceased him. He is sui juris, a non-resident, and now resides at 1327 Grand Avenue, Pacific Beach, California, and is a party defendant hereto.

C-6 Emma Sieck Restell, a daughter, (niece of Frederick A. Sieck) whose husband is Roy Restall. Both are

sui juris, non-residents, now residing at 18 Cleveland Drive, Buffalo, New York, and are parties defendant hereto.

C-7 Cornelia Sieck Eschelman, a daughter, (niece of Frederick A. Sieck), whose husband is Dr. Karl Eschelman. Both are sui juris, non-residents, now residing at 8 North Drive, Buffalo, New York, and are parties defendant hereto.

C-8 Hugo Sieck, a son, (nephew of Frederick A. Sieck) who died without issue, intestate May 29, 1929, in the State of New York, and whose wife survived him and remarried. She is now Loretta Karlmuth and her husband is Carl Karlmuth. Both are sui juris, non-residents, now residing at 85 Culver Road, Buffalo, New York, and are parties defendant hereto.

C-9 Martin Sieck, a son (nephew of Frederick A. Sieck) who died without issue, intestate on August 6, 1939 in the State of New York, and whose wife, Gertrude B. Sieck, survived him and subsequently remarried. She cannot now be found, nor is her present name known, nor the name of her husband. Neither is it known whether they are living or dead. She, together with her unknown heirs are parties defendant hereto.

C-10 The heirs at law of Edwin Sieck, a son, (nephew of Frederick A. Sieck) who died intestate on September 27, 1945 in the State of New York, leaving as his only heirs at law the following:

C-10-a Ella F. Sieck, his widow; she is sui juris; a non-resident, now residing at 64 Strathmore Road, Manhasset, Long Island, New York, and is a party defendant hereto.

C-10-b John F. Sieck, a son, (grand-nephew of Frederick A. Sieck), whose wife is Genevieve S. Sieck. Both are sui juris, non-residents, now residing at 64 Strathmore Road, Manhasset, Long Island, New York, and are parties defendant hereto.

C-10-c Corrinne S. Saunders, a daughter, (grand-niece of Frederick A. Sieck) whose husband is Ernest Saunders. Both are sui juris, non-residents, now residing at 64 Strathmore Road, Manhasset, Long Island, New York, and are parties defendant hereto.

C-11 Ruth S. Merves, a daughter, (niece of Frederick A. Sieck) whose husband is Dr. Theodore Merves. Both are sui juris, non-residents, now residing in Milwaukee, Wisconsin, and are parties defendant hereto.

C-12 Florence S. Power, a daughter, (niece of Frederick A. Sieck) whose husband is Harry Power. Both are sui juris, non-residents, now residing in Buffalo, New York, and are parties defendant hereto.

D The heirs at law of May E. Sieck (an unmarried sister of Frederick A. Sieck) who died without issue, intestate on September 21, 1938 in Baltimore, Maryland, and whose heirs at law would be all the parties hereto, both plaintiffs and defendants.

E The heirs at law of Anne E. Fadum, widow, (a sister of Frederick A. Sieck), who died intestate on October 16, 1939, in Baltimore, Maryland, and whose husband, Ernest W. Fadum, predeceased her on March 5, 1905, her heirs at law being the following:

E-1 G. Adolph Fadum, a son, (nephew of Frederick A. Sieck) whose wife is Frances Fadum. Both are sui juris, and reside at 3320 Richmond Avenue, Baltimore-13-Maryland, and are parties plaintiff hereto.

E-2 Ernest F. Fadum, a son, (nephew of Frederick A. Sieck) whose wife is Welka B. Fadum. Both are sui juris, and reside at 1929 East 30th Street, Baltimore, Maryland and are parties plaintiff hereto.

F The heirs at law of Minnie Sieck Salmon, (a sister of Frederick A. Sieck) who died without issue, intestate on November 9, 1934 in Baltimore, Maryland, and whose only heirs at law would be the parties hereto, both plaintiffs and defendants. and her husband, John Salmon, who died testate December 13, 1944, in Baltimore, Maryland, and whose duly qualified Executor, Ernest F. Fadum, is a party plaintiff hereto, as such Executor.

G. The heirs at law of William J. Sieck, a brother of Frederick A. Sieck), who died intestate in 1904, in the State of Maryland, and whose widow (who subsequently remarried) Goergianna Reisinger, died in, died in Baltimore, Maryland, November 29, 1948, leaving as the only heir at law of both:

G-1 Charles J. Sieck, a son (nephew of Frederick A. Sieck) whose wife is Verdie Sieck. Both are sui juris, and reside at 717 W. 26th Street, Baltimore-11-Maryland, and are parties plaintiff hereto.

H The heirs at law of Emma S. Smith, widow, (a sister of Frederick A. Sieck), who died intestate April 12, 1940 in the State of Pennsylvania, and whose husband, Charles E. Smith, predeceased her on June 18, 1933, and leaving as her heirs at law the following:

H-1 The heirs at law of Florence Smith Mehring, a daughter, (niece of Frederick A. Sieck) who died intestate December 12, 1943, in the State of Virginia, and leaving as her only heirs at law, the following.

H-1-a Frank L. Mehring, her husband, also a nephew of Frederick A. Sieck, (see preceding paragraph 9-B-4) and a party defendant hereto;

H-1-b Frank L. Mehring, Jr. a son, (grand-nephew of Frederick A. Sieck), whose wife is Evelyn Mehring. Both are sui juris, non-residents, now residing at 6925 DeSota, Conoga Park, California, and are parties defendant hereto.

H-1-c Carl E. Mehring, a son, (grand-nephew of Frederick A. Sieck). It is not known whether he is living or dead, married or single, when last heard of he resided in California, and he, together with his unknown heirs, are parties defendant hereto.

H-1-d Herbert C. Mehring, a son, (grand-nephew of Frederick A. Sieck) whose wife is Gwendolyn G. Mehring. Both are sui juris, non-residents, now residing at 2127 Val Pariso, Menlo Park, California, and are parties defendant hereto.

H-1-e Eleanor Mehring Barnette, a daughter, (grand-niece of Frederick A. Sieck), whose husband is Hunter Barnette. Both are sui juris, non-residents, whose present address is Route 1, Proffit, Virginia, and are parties defendant hereto.

H-2 Elsie Smith Griffith, a daughter, (niece of Frederick A. Sieck) whose husband is Charles A. Griffith, Jr., Both are sui juris, non-residents, now residing at 31 N. Beaver Street, York, Pennsylvania, and are parties defendant hereto.

H-3 Marie A. Smith, a daughter, (niece of Frederick A. Sieck) who died unmarried, without issue, testate, on November 6, 1945, a resident of the State of Pennsylvania, and by her Last Will named her two brothers, Elmer W. Smith and Eugene F. Smith, Executors, and they duly qualified as such, and are parties defendant hereto.

H-4 Ruth Smith Eberly, a daughter, (niece of Frederick A. Sieck) whose husband is Joseph Eberly. Both are sui juris, non-residents, and now residing at Mt. Vernon Country Club, Golden, Colorado, and are parties defendant hereto.

H-5 Elmer W. Smith, a son (nephew of Frederick A. Sieck) whose wife is Delma B. Smith. Both are sui juris, non-residents, whose present address is R.D. 9, York, Pennsylvania, and are parties defendant hereto.

H-6 Eugene F. Smith, a son, (nephew of Frederick A. Sieck) whose wife is Beulah C. Smith. Both are sui juris, non-residents, whose present address is 30 N. Beaver Street, York Pennsylvania, and are parties defendant hereto.

I The heirs at law of Charles H. Sieck, (a brother of Frederick A. Sieck) who died intestate on June 8, 1914, in Baltimore, Maryland, leaving as his heirs at law the following:

I-1 Virginia J. Sieck, his widow, who is sui juris, and now resides at 1510 Northgate Road, Baltimore-18-Maryland, and is a party plaintiff hereto.

I-2 Ethel R. Sieck, a daughter, (niece of Frederick A. Sieck), unmarried, who is sui juris, and now resides at 101 W. 22nd Street, Baltimore-18-Maryland, and is a party hereto.

I-3 Claymore C. Sieck, a son, (nephew of Frederick A. Sieck), whose wife is Mary T. Sieck. Both are sui juris, and now reside at 120 Churchwarden Road, Baltimore-12-Maryland, and are parties plaintiff hereto.

I-4 Evelyn Sieck Wood, a daughter, (niece of Frederick A. Sieck) who died in testate, a resident of the State of Connecticut, without issue, but leaving surviving her, her husband, Donald W. Wood; he is sui juris non-resident, and now resides in Greenwich, Connecticut, and is a party defendant hereto, and also surviving her was her mother, Virginia J. Sieck, a party plaintiff hereto. (see Paragraph I-1.

I-5 Dorothy Sieck, a daughter, (niece of Frederick A. Sieck) unmarried, who is sui juris, and now resides at 1510 Northgate Road, Baltimore-18-Maryland, and is a party plaintiff hereto.

I-6 Luther S. Sieck, a son, (nephew of Frederick A. Sieck) whose wife is Miriam Y. Sieck. Both are sui juris, and now reside at 5106 Wetheredsville Road, Baltimore-7-Maryland, and are parties plaintiff hereto.

I-7 C. Robert Sieck, a son (nephew of Frederick A. Sieck) whose wife is Margaret Sieck. Both are sui juris and now reside at 941 Argonne Drive, Baltimore-18-Maryland, and are parties plaintiff hereto.

J The heirs at law of Matilda Sieck, (a sister of Frederick A. Sieck) who died in 1889, in Baltimore, Maryland, unmarried, without issue, and intestate. Her heirs at law would be the parties hereto, both plaintiffs and defendants.

Q Now, Mr. Fadum, you are testifying as to the family history both as an attorney and executor of the estate, and as set forth in 9-E-2, as a nephew of the late Frederick A. Sieck?

A That's right.

Q. Now, would you be so kind as to tell the Court what sources of information you used to obtain the family history?

A I corresponded with a number of my relatives who lived out of the jurisdiction of the Court and secured the current family history or data concerning them. As the Bill of Complaint indicates, there are several whose whereabouts are unknown, but we have included them and their unknown heirs. I also have resource to a family chronicle that was prepared years ago. By whom, I do not know. It carries the family history back to 1795 to the grandfather of the testator, Frederick A. Sieck. It gives fairly complete data of all his brothers and sisters and their children. In some instances it goes to the next lower generation, but it has not been brought up to the present date, in its entirety.

Q Mr. Fadum, in preparing this will for Mr. Frederick A. Sieck, did you translate his intentions into the verbiage, as an attorney, that would indicate that the language set out in the division of the Will for interpretation, is the language of the testator or your legal phraseology of his intentions?

A The words set forth and the phraseology in the will are mine exclusively. His intentions were as I have set forth. In other words, the ideas were his, but the words were mine. If I have failed to carry or to translate into the proper wording his intentions, it was my error and not his intentions.

Q In substance, his intentions in short, were what with regard to the state of this will?

A. The intentions were that his daughter should have the entire estate, free and clear of any trust provisions after she reached the age of 30 which was September 6, 1938. The trust provisions were predicated primarily on his apprehension that his daughter would be short-lived as a number of her mother's family had been.

Q Mr. Fadum, I hand you here what is marked as Complainant's Exhibit No. 1 and ask you to state what that is.

A That is a certified copy of the will of Frederick A. Sieck which was filed with the Bill of Complaint in this case.

MR. STRAUSS: We offer that as Examiner's Exhibit "A".

In answer to the General Question, Witness answered: "No."

AND FURTHER THIS WITNESS SAITH NOT

Ernest F. Fadum,

ERNEST F. FADUM.

MARGARET C. M. D. HECKENDORF, a witness on behalf of the Complainants, being duly sworn testified as follows:

BY MR. STRAUSS:

Q Your full name and address?

A Margaret C.M.D. Heckendorf, Route 1, Box 186, Glen Burnie, Maryland.

Q And you are one of the Complainants in this case, and the daughter of Frederick A. Sieck whose

Will is made an issue of in these proceedings?

A. Yes sir.

Q. Your husband's name is Otto Heckendorf?

A. Yes.

Q. Now, Mrs. Heckendorf, did you hear the testimony given by Mr. Fadum relative to the family history of your father?

A. Yes, I did.

Q. Have you read the Bill of Complaint wherein all the family history is set forth?

A. Yes, I have

Q. And have you checked those names?

A. Yes, sir.

Q. And to the best of your knowledge, does that represent a true statement of all the known heirs and unknown heirs as therein listed?

A. Yes, sir.

Q. And you have stated your husband's name, now what else does your family consist of?

A. My oldest son, Jon, J-O-N, and he is 7, and my son David, David Werner Heckendorf, and Paul Sexton Heckendorf, each 3½ years old. They are twins.

Q. They are parties defendants?

A. Yes, sir.

Q. And you are the Margaret C. M. D. Heckendorf, mentioned in the will of your father?

A. Yes, sir.

Q. Did you hear Mr. Fadum's testimony relative to your father's apprehension of members of the family dying at an early age?

A. Yes, I did.

Q. And are you familiar with your father's apprehension relative to the early death of members of the Sexton family?

A. Yes, I am.

Q. And the Sexton family was--

A. My mother's family. My Aunt Margaret died at the age of 18, and my mother died at the age of 37, my Aunt Emma died at the age of 8, and my Uncle Edward died at the age of 10 months.

MR. STRAUSS: That will be all.

In answer to the General Question, Witness answered:

"No."

AND FURTHER THIS WITNESS SAITH NOT

MARGARET C. M. D. HECKENDORF  
MARGARET C. M. D. HECKENDORF.

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

Witness my hand and seal this 15th of June, 1950.

JNO. S. STRAHORN (SEAL)  
Examiner.

Filed June 15, 1950.

DECREE.

This cause standing ready for hearing, and being submitted on the pleadings, testimony of witnesses, and all proceedings read and considered, and the Court having made certain findings of facts, vis:

1. That the true intent and meaning of Frederick A. Sieck, as set forth in his Last Will and Testament, was as follows:

1. That the provisions as set forth therein providing for a Trust Estate were contingent, among other





Testatrix departed this life on or about the 14th day of January, 1930.

Sworn to before the subscriber.

Test: Frank M. Bond

Deputy Register of Wills for Anne Arundel County .

ANNE ARUNDEL COUNTY, SS:

On the 18th day of February, 1930, came John T. Neidert, Sr., and John T. Neidert, Jr., two of the subscribing witnesses to the foregoing last Will and Testament of Wilhelmina H. Paesch late of said County, deceased, and made oath in due form of law that they did see the Testatrix sign and seal this Will; that they heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they together with Leroy Stein, who is out of the State at this time, subscribe their name as witnesses to this Will in her presence, at her request, and in the presence of each other.

SWORN to before the subscriber

Test: Frank M. Bond, Deputy Register of Wills for Anne Arundel County.

IN THE ORPHANS' COURT FOR ANNE ARUNDEL COUNTY:

The Court after having GAREFULLY EXAMINED THE ABOVE Last Will and Testament of Wilhelmina H. Paesch late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 25th day of February, 1930 that the same be admitted in this Court as the true and genuine last Will and Testament of the said Wilhelmina H. Paesch, deceased.

Maynard Carr, C.J.

Judges: Owain E. Owens, A. J.

William B. Elliott, A. J.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I, ODEN B. DUCKETT, 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 foregoing is a true and full copy of the Last Will and Testament of Wilhelmina H. Paesch late of said County, deceased, together with the proof and probate thereof, taken from the original, which is one of the records filed, recorded in Wills Liber O.B.D. No. 4, folio 496, etc., and kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 23rd day of May, in the year of our Lord, nineteen hundred and thirty.

(ORPHANS COURT SEAL)

Oden B. Duckett, Register of Wills for Anne Arundel County.

Filed May 23rd, 1930

A N S W E R

The answer of Fred J. Paesch and Florence M. Paesch, his wife, the above named Defendants, to the petition heretofore filed against them, respectfully shows unto Your Honors:

First: They admit the allegations contained in the first paragraph of said Petition.

Second: They admit the allegations contained in the second paragraph of said Petition.

Third: They admit the allegations contained in the third paragraph of said Petition, and they consent to a decree as prayed therein.

And having fully answered said Petition they pray to be dismissed with their proper costs.

Charles W. Mulligan, Attorney for Respondents.

Filed June 6th, 1930

DECREE FOR SALE.

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

It is thereupon, this 20th day of November, 1930, by the Circuit Court for Anne Arundel County, In Equity, ADJUDGED, ORDERED and DECREED, that the property mentioned in these proceedings be sold; that John S. Strahorn 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 One Thousand Dollars, (\$1,000.00) 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 such daily newspaper or newspapers in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale; which terms shall be one-third cash; one-third in six months, and one-third in twelve months, or all cash at the option of the purchaser or purchasers. The credit portions to bear interest and to be secured to the satisfaction of the Trustee; and, as soon as may be convenient after such sale or sales, the said trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendant, and those claiming by, from or under them or either of them; and the said trustee shall bring into this Court the money arising from 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.

Robert Moss, A. J.

Filed 20 November, 1930.

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS: That We, JOHN S. STRAHORN of ANNAPOLIS, 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 ONE 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 23rd day of December in the year of our Lord nineteen hundred and Thirty.

WHEREAS, the above bounden JOHN S. STRAHORN by virtue of a decree of the Honorable, the Judge of the Circuit Court has been appointed trustee to sell tract of land containing four acres of land, more or less, conveyed to her by your complainants, by deed bearing date the 25th day of July, 1908, recorded in Liber G.W. No. 60, Folio 310 among Land record of Anne Arundel County, mentioned in the proceedings in the case of John E. Paesch and Clara E. Paesch, his wife vs. Frederick J. Paesch and Florence M. Paesch, his wife, now pending in said Court.

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

Signed, sealed and delivered in the presence of

Virginia W. Townshend

(Corporate Seal)

John S. Strahorn

(SEAL)

MARYLAND CASUALTY COMPANY

By Charles F. Lee, of

CHARLES F. LEE & COMPANY, Agts.

Filed December 23, 1930.

TRUSTEE'S SALE OF  
IMPROVED REAL ESTATE

In the Third Election District of Anne Arundel County.

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, passed on the 20th day of November, 1930, in a cause therein pending, No. 5824 Equity, wherein John E. Paesch and wife are Plaintiffs and Frederick J. Paesch and wife are defendants, the undersigned, John S. Strahorn, Trustee, appointed by said decree to make sale, will offer at public sale at the Court House door, in the city of Annapolis on TUESDAY, DECEMBER 23, 1930, at 11:00 O'Clock, A.M., all that tract or parcel of ground, situate on Rock Creek, near Tar Cove, in the Third Election District of said County, containing four acres of land, more or less, mentioned and described in a deed to Wilhelmina Paesch, dated the 25th day of John, 1908, and recorded among the Land Records of said County in Liber G.W. No 60, folio 310, etc., and of which the said Wilhelmina Paesch died seized and possessed.

This property is improved by a substantial dwelling house and other small outbuildings, and is conveniently located to churches and schools.

TERMS OF SALE prescribed by the said decree: One-third cash; one-third in six months and one-third in twelve months from day of sale, or all cash upon final ratification of said sale at the option of the purchaser; credit portions to bear interest from day of sale, and to be secured to the satisfaction of the undersigned trustee. A deposit of Two Hundred Dollars will be required of purchaser on day of sale. Taxes, insurance and other charges to be adjusted to day of sale.

Geo. W. Scible, Auctioneer.

JOHN S. STRAHORN, TRUSTEE. d.a.

Filed 1, May, 1931

REPORT OF SALE

TO THE HONORABLE, THE Judges of said Court:

The report of John S. Strahorn, Trustee, appointed by a decree of this Court, passed in the above cause on the 20th day of November, 1930, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond, with security, for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and after giving 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 at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door, in the city of Annapolis, on Tuesday, the 23rd day of December, 1930, at eleven o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say;

Your Trustee offered at public sale to the highest bidder, the property mentioned in said decree, situate on Rock Creek, near Tar Cove, in the Third Election District of Anne Arundel County, containing four acres of land, more or less, and more particularly mentioned in said advertisement of sale, a copy of which is hereto attached, and made a part hereof, but received no bid for said property, in consequence of which no sale thereof was made, at the time mentioned in said advertisement of sale.

And your trustee further reports that he has since sold said property at private sale to William L. Stevens and Annie B. Stevens, at and for the sum of Five Hundred and Twenty-five Dollars (\$525.00) the same being the highest offer he has obtained for said property, and the said purchasers have paid the sum of Twenty-five Dollars (\$25.00) in cash, on account of said purchase price, and offer themselves ready and willing to pay the balance thereof on or before the 28th day of May, 1931.

Respectfully submitted Jno. S. Strahorn, Trustee.

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 1st day of May, 1931, before me, the subscriber, a Clerk of the Circuit Court for Anne Arundel County, personally appeared John S. Strahorn, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Frank S. Revell, Clerk.

ORDER NISI

ORDERED. this 1 day of May, 1931, That the sale of the property mentioned in these proceedings made and reported by John S. Strahorn, Trustee, Be Ratified and Confirmed, unless cause to the contrary thereof be shown on or before the 2nd day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of June next. The report states that the amount of sale to be \$525.00.

Frank S. Revell, Clerk.

Filed 1 May, 1931

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 3, 1931.

We hereby certify, that the annexed Order Nisi-Sale-Paesch #5846 Equity was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 2nd day of June, 1931. The first insertion being made the 7th day of May, 1931.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 281.

By H. L. Strange.

Filed June 3, 1931

FINAL ORDER.

ORDERED BY THE COURT This 3rd day of June, 1931, 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 commission and such proper expenses as he shall produce vouchers for the Auditor.

Robert Moss, A. J.

Filed June 3, 1931

STATEMENT AND CLAIM.

C. & P. COLLECTION AGENCY PASADENA, MA. August 11th, 1931

*u*

Estate of Wilhelmina H. Paesch  
to

Frederick J. Paesch, Dr.

Jan. 14th, 1930, Amount paid to Dr. J. G. Alexander for services rendered to Wilhelmina H. Paesch ..	\$ 13.00
Sept. 19, 1929. Amount paid to John Penner, for repairs to property of Wilhelmina H. Paesch, at her request . . . . .	20.00
Feb. 19th, 1930. Amount paid to W. T. Stallings, for digging grave of Wilhelmina H. Paesch	6.00
Sept. 19, 1929 Amount paid to Brooklyn Electrical Supply Company, for account of Wilhelmina H. Paesch . . . . .	17.00
Sept. 23, 1929. Amount paid to J. F. Johnson Lumber Co., for account of Wilhelmina H. Paesch, at her request . . . . .	18.50
Feb. 1st, 1930, To amount paid John F. Denny, on account of funeral expenses of Wilhelmina H. Paesch	
	<u>94.50</u>
Less amount collected in life insurance of said Wilhelmina H. Paesch . . . . .	\$169.00
	<u>63.00</u>
Balance due . . . . .	\$106.00

State of Maryland, Anne Arundel County, to wit:

On this 11th day of August, A.D. 1931, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Frederick J. Paesch, and made oath, in due form of law, that he believes the money, goods, merchandise, effects or chattels, charged in the annexed account, were bona fide delivered as charged, and that he has not, to his knowledge and belief, received any payment or satisfaction for the articles therein charged, more than credit is duly given for, in and appearing on the said account against the Estate of Wilhelmina H. Paesch; nor has he received any security for the same; and that the amount charged and claimed is justly due according to the best of his knowledge and belief. And on the 11th day of August, A.D. 1931, also personally appeared Florence M. Paesch, wife of said Frederick J. Paesch, and made oath in due form of law, that the goods, wares, merchandise, effects and chattels, charged in the annexed account, were sold and delivered to the said Wilhelmina H. Paesch, and at the price

therein charged, and that the said Wilhelmina H. Paesch assumed to pay for the same.

WITNESS my hand and seal.

Charles W. Mulligan, (Seal)

Justice of the Peace.

Filed 13 August, 1931

STATEMENT

Baltimore, March 31, 1931.

Messrs. Frederick J. Paesch; John Edward Paesch

to  
JOHN F. DENNY, DR., FUNERAL DIRECTORS. 715 and 717 Light Street,

Jan. 17-30	Funeral	189.00	
Feb. 1	Received from Frederick Paesch	<u>94.50</u>	
	Balance		94.00

Hope you men will get together and see to settlement of this a/c; we should not have to pay a debt that is yours.

PETITION

To the Honorable, the Judge of said Court:

The petition of Frederick J. Paesch and Florence M. Paesch, his wife, respectfully represents unto your Honor:

First: That on or about the 1st day of February, 1930, Wilhelmina H. Paesch, mother of John E. Paesch and Frederick J. Paesch, died, leaving a Last Will and Testament, which Will has been duly probated in the Orphans Court of Anne Arundel County. The entire estate of the said Wilhelmina H. Paesch, consisted of certain life insurance money, and a small parcel of fee-simple property.

Second: That after the death of the said Wilhelmina H. Paesch, the said John E. Paesch and Frederick J. Paesch, collected the life insurance money, and divided the same equally between themselves, and agreed that each should pay one-half of the funeral expenses to John F. Denny, Undertaker.

Third: That the said Frederick J. Paesch, has paid to the Undertaker, his one-half of the amount due, (as per statement rendered, which statement is attached hereto), but the said John E. Paesch has failed to pay his one-half of said funeral expenses, and the said John F. Denny, Undertaker has made demand on the said Frederick J. Paesch, for payment of the balance due.

Fourth: That John E. Paesch, was appointed Executor of the Estate of the said Wilhelmina H. Paesch, deceased, and has filed his report showing no personal estate.

Fifth: That the fee-simple property has been sold under a decree of this Court, and the purchase price paid to the Trustee, under said decree, and the said Trustee is now ready to make distribution of the net proceeds of said sale to the said John E. Paesch and Frederick J. Paesch.

Sixth: That the said Frederick J. Paesch prays this Honorable Court to pass an order, authorizing and directing the Auditor, in stating his account in the above entitled cause, to deduct from the share of the net proceeds in the hands of the Trustee, above named, allotted to the said John E. Paesch, the sum of \$94.50, being balance due John F. Denny, Undertaker, and to allot said amount to the said John F. Denny Undertaker, in full payment of balance due on funeral expenses of the said Wilhelmina H. Paesch.

And as in duty bound, etc.,

Charles W. Mulligan, Attorney for Petitioner.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify that on this 5th day of August, in the year nineteen hundred and thirty-one, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Frederick J. Paesch and Florence M. Paesch, his wife, the above named Petitioners and they made oath in due form of law that the matters and facts set forth in the foregoing Petition are true, to the best of their knowledge and belief.

As witness my hand and seal.

Charles W. Mulligan (SEAL)  
Justice of the Peace.

Filed 18 August, 1931.

ORDER OF COURT

Upon the foregoing Petition and Affidavit, it is this 18th day of August, 1931, Ordered by the Circuit Court for Anne Arundel County, In equity, that the Auditor, in stating his account in the above entitled cause, he and he is hereby authorized and directed to deduct from the share of the funds in the hands of the Trustee, allotted to John E. Paesch, the sum of \$94.50, being balance due John F. Denny, Undertaker, for funeral expenses of the said Wilhelmina H. Paesch, and to allot said amount of \$94.50 to the said John F. Denny, in full payment of the amount due him in this estate. Subject to the usual exceptions.

ROBERT MOSS, A. J.

Filed August 18, 1931

PETITION FOR FEE.

To the Honorable, the Judges of said Court:-

The petition of John S. Strahorn, Solicitor, respectfully shows:

That he filed the above proceeding in the usual manner, and offered the property herein for sale at public auction, but not having received any bid therefor at such sale, withdrew it and held it at private sale; and after diligent effort on his part, succeeded in selling the same for the sum of Five Hundred and Twenty-five Dollars, which said sale has been duly consummated, and your petitioner is advised and believes that for the services so rendered by him, as set out above, he is entitled to receive, out of the proceeds of the said sale of said property, in addition to the small commissions allowed him under the rules of this Court out of said sale price, a fee for such services, and he therefore prays the Court to pass an order in the premises, awarding him, out of the said proceeds of sale, such an amount as may be proper therefor.

And as in duty bound, etc.

Jno. S. Strahorn, Solicitor

State of Maryland, Anne Arundel County, Sct;

I hereby certify that on this 13th day of October, 1931, before me, the subscriber, Clerk of the Circuit Court for Anne Arundel County, personally appeared John S. Strahorn, Solicitor, and made oath that the matters and facts set out in the foregoing petition are true, as therein stated, to the best of his knowledge and belief.

Frank S. Revell, Clerk.

The undersigned, members of the Bar of Anne Arundel County, having read and considered the foregoing petition of John S. Strahorn, Solicitor, hereby certify that in their opinion the services therein set out should be compensated, as herein prayed, and we further certify that in our opinion the sum of fifty Dollars is a proper fee to be paid to the said John S. Strahorn, out of the proceeds of sale, for such services in addition to the usual commissions allowed trustees.

Bruner R. Anderson

George E. Rullman.

O R D E R .

ORDERED, this 13th day of October, 1931, by the Circuit Court of Anne Arundel County, In Equity, on the foregoing petition and affidavit of John S. Strahorn, Solicitor, and certificate of counsel therein, that the sum of \$50.00 be, and the same is hereby awarded to the said John S. Strahorn, as a counsel fee for the services mentioned in said petition, over and above the usual commissions; and it is further ORDERED that the Auditor of this Court, when he states the audit herein, shall allow such counsel fee to said solicitor, subject, nevertheless, to all proper exceptions.

Robert Moss, A. J.

Filed October 13, 1931.

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and

from them he has stated the within account. All of which is respectfully submitted.

Eugene P. Childs, Auditor.

Dr. John E. Paesch and wife vs. Frederick J. Paesch and wife, in ac. with John S. Strahorn, Trustee, Cr.

To Trustee for his commissions	\$ 34.95	34.95
To Trustee for fee as per Order of Court	50.00	50.00
To Trustee for Court Costs, vis:		
" Plaintiff's solicitor appearance fee	10.00	
" Defendant's solicitor appearance fee	10.00	
" Clerk of Court	17.30	
" Auditor	9.00	46.30
To Trustee for Expenses, viz:		
" Maryland Gazette, advertising sale	19.00	
" Order nisi on Report of Sale	5.00	
" Order Nisi on Auditor's Account	5.00	
" Auctioneer, offering property	5.00	
" Premium on bond	10.00	
" George T. Cromwell, costs in Orphans' Court	11.40	
" Capital Gazette Press, Notice to Creditors	5.00	
" John S. Strahorn, certified copy Will	2.50	62.90
To Trustee for Taxes, viz:		
" adjustment 1930 County and State, 9 mo. and 28 days	14.90	14.90
To Frederick J. Paesch, balance due as per statement filed	106.00	106.00
This balance for distribution \$217.45		
To Frederick J. Paesch, 1/2	108.73	108.73
To John E. Paesch, 1/2. \$108.72, less	14.22	14.22
To John F. Denny, one half of funeral expenses	94.50	94.50
		\$532.50
1931 Apr. 28, Proceeds of Sale	\$525.00	
Interest on deferred payments	7.50	\$532.50
		\$532.50

Filed November 3, 1931

ORDER NISI

ORDERED, This 3rd day of November, 1931, 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 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 5th day of December next.

Frank S. Revell, Clerk.

CERTIFICATE OF PUBLICATION

Annapolis, Md. Dec. 1, 1931.

We hereby certify, that the annexed Order Nisi-Aud. Acct. - James E. Paesch, Equity # 5846 was published in MARYLAND GAZETTE, a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 5th day of December, 1931. The first insertion being made the 5th day of November, 1931.

THE CAPITAL GAZETTE PRESS, INC. BY L. L. French.  
Filed 14 December, 1931

No. MG. 707.

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 14th day of December, 1931, that the foregoing 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.

Robert Moss, A. J.

Filed 14 December, 1931

IN THE MATTER OF THE SALE OF THE REAL ESTATE OF MARGARET CONSTANCE GLENTHORNE COSWAY, INFANT, ALSO KNOWN AS CONSTANCE GLENTHORNE COSWAY, INFANT.

No. 9943 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

PETITION TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Arthur J. Hepburn, Jr., and Beverly H. Mercer, guardians of the person and estate of Constance Glenthorne Cosway, infant, respectfully represents:

1. Margaret Constance Glanthorne Cosway (hereinafter called the infant) was born in 13 August 1932 to Guy C. Cosway and Mary Roman Cosway, his wife, Mary Roman Cosway departed this life 29 April 1947, and Guy C. Cosway departed this life, intestate and unmarried, 1 March 1950.

2. The infant was baptized Margaret Constance Glenthorne Cosway. On 31 May 1945, by virtue of a decree of the Circuit Court for Allegany County, her name was changed to Philipa Roman Cosway. On 27 December 1949, by virtue of a decree of the Circuit Court for Anne Arundel County, #9862 Equity, the infant's name was changed back to her baptismal name Margaret Constance Glenthorne Cosway. The infant is also known as Constance Glenthorne Cosway, and Constance G. Cosway.

3. On 7 March 1950 the Orphans' Court of Anne Arundel County appointed your petitioners guardians of the person and estate of the infant. Your petitioners thereafter qualified by filing an approved bond in the penalty of Two Hundred and Fifty Thousand Dollars (\$250,000.00). A certified copy of the afore-said order of the Orphans' Court is filed herewith marked "Exhibit A" and made a part hereof.

4. At the time of his death Guy C. Cosway was seized and possessed of an improved parcel of land in the First Election District of Anne Arundel County, more particularly described in a deed from Rolland C. Riddick, et al, to Guy C. Cosway, dated 28 April 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 467, folio 425, the original of which deed is filed herewith marked "Exhibit B" and made a part hereof. The infant is the sole heir of the said Guy C. Cosway and is now seized and possessed of said property in fee simple.

5. The property described in Exhibit B is waterfront property located at Sylvan Shores and is improved by a comfortable dwelling house. Said property is not rented and is producing no income, and it seems unlikely that a satisfactory tenant could be obtained. Even if a satisfactory tenant could be obtained it is doubtful that the net return would be sufficient to justify the care and maintenance which this tyle of property would require. Furthermore, the infant has indicated that she has no desire to own or occupy property at any time in the future.

6. It would be for the benefit and advantage of the infant to sell said real estate and to invest the proceeds thereof in some productive fund for her benefit.

TO THE END, THEREFORE.

1. That the aforesaid real estate may be sold.

2 That your petitioners may have such other and further relief as their case may require.

May it please your Honors to grant unto your petitioners a writ of subpoena directed to the said Margaret Constance Glenthorne Cosway, infant, whose address is Visitation Academy, Frederick, Maryland, commanding her to be and appear in this Court at some certain day to be named therein, and answer the premises and abide

and abide by and perform such decree as may be passed therein.

AND as in duty bound, etc.

Arthur J. Hepburn, Jr., and Beverly H. Mercer,

Petitioners

William J. McWilliams, Solicitor for Petitioners  
212 Gloucester St, Annapolis.

STATE OF MARYLAND, CITY OF BALTIMORE, ss:

I HEREBY CERTIFY THAT, on this 27th day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared ARTHUR J. HEPBURN, JR. and BEVERLY H. MERCER, guardians of the person and estate of Constance Glenthorne Cosway, infant, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated. WITNESS my hand and Notarial Seal.

(Notarial Seal)

M. Katherine Pepersack, Notary Public.

Filed May 1st, 1950.

Exhibit "A"

Examiner's Exhibit #1.

O R D E R

UPON the foregoing Petition and Affidavits it is this 7th day of March, 1950, O R D E R E D by the Orphans' Court of Anne Arundel County, Maryland, that Arthur J. Hepburn, Jr., and Beverly H. Mercer be and they are hereby appointed Guardians of both the person and estate of Constance G. Cosway, a minor; that said Guardians report to this Court the estate which comes into their hands and their receipts, disbursements, and disposition thereof; and that the said Guardians shall give bond with a corporate surety in the penalty of \$250,000.00 conditioned upon the faithful performance of their duties as such guardians.

Owain E. Owens,  
Charles G. Hill

George C. Schmidt,  
JUDGES.

True Copy test:

R. Glenn Prout, Register of Wills.

Filed May 1st, 1950

Re-filed 12 March, 1951.

EXHIBIT "B"

D E E D EXAMINER'S EXHIBIT NO. 2.  
Liber \_ \_ \_ 467 page 425

(INT. REV. STAMPS \$12.65 Md. State Stamps \$12.65)

THIS DEED, made this 28th day of April, 1948, by and between ROLLAND C. RIDDICK and DOROTHY H. RIDDICK, his wife, and CARL W. RIDDICK and FLOSSIE S. RIDDICK, his wife, all of Anne Arundel County, Maryland, parties of the first part, hereinafter called Grantors, and GUY C. COSWAY, unmarried, of Anne Arundel County, Maryland, 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 is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee, his heirs and assigns, in fee simple, all that lot or parcel of land, together with the improvements thereon, situate in the First Election District of Anne Arundel County, and more particularly described as follows:

BEGINNING for the same at an iron pipe set on the southeast side of Rabbit Hill road, said pipe being located where the division line between lots 501 and 529 intersect the southeast side of Rabbit Hill road, as shown on the plat of Forrest Addition of Sylvan Shores, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-6, Plat 14, said point also being located from coordinate point number 31, as shown on the plat of Sylvan Shores in Plat Cabinet 3, Rod E-8, plat 13, the following three courses and distances: North 48 degrees East 30.12 feet to the east side of Forrest Road, South 46 degrees 53 minutes East, 55.69 feet to the intersection of the southeast side of Rabbit Hill road and the northeast side of Forrest Hill road and North 52 degrees 10 minutes West, 65.0 feet to said beginning point and running from thence and with the southeast side of Rabbit Hill road, North 52 degrees, 10 minutes East, 74.0 feet to a point; said point being located 4.22 feet from a pipe set in

Tulip Road; thence with the East side of Tulip Road, North 17 degrees 51 minutes West 31.0 feet to a pipe set where the division line between lots 527 and 528 intersect the East side of Tulip Road; thence running through lot 528, North 76 degrees 26 Minutes East, 102.95 feet to a pipe in the eastern outline of the whole above mentioned sub-division; thence with said outline, South 23 degrees 38 minutes East, 126.0 feet to a pipe; thence South 20 degrees 53 minutes East, 264.5 feet to a pipe set on the shoreline of Hardesty's Cove; thence with the water's edge of the same, South 69 degrees 07 minutes West, 15.0 feet to a pipe; thence leaving Hardesty's Cove and running North 40 degrees 40 minutes West, 40.0 feet to a pipe set at the southeasternmost corner of lot 500; thence with the east lines of lot 500 and 501, North 42 degrees 48 minutes West, 206.0 feet to a pipe and North 50 degrees 30 minutes West, 145.0 feet to the place of beginning and comprising all of lot 529, part of lot 528 and part of an undersigned area as shown on the above mentioned plat of Forest Addition, according to the survey and plat made by J.R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in April 1948; which said plat is attached hereto and made a part hereof.

BEING a part of the property which was conveyed to Carl W. Riddick and wife by Benjamin W. Hodges and wife by deed dated 4 May 1933 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 136 folio 340, and being also a part of the property which was conveyed to Rolland C. Riddick and wife by and wife by two (2) deeds, one dated 10 November 1933 and recorded among the aforesaid Land Records in Liber F.A.M. No. 194, folio 447, and the other dated 10 March, 1942 and recorded among the aforesaid Land Records in Liber J.H.H. No. 268, folio 130.

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

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

AND THE SAID parties of the first part hereby covenant that they will warrant specially the property conveyed, and that they will execute such other and further assurances of the same as may from time to time be necessary. WITNESS the hands and seals of the said Grantors.

WITNESS:

Viola J. Brown	Rolland C. Riddick,	(SEAL)
Viola J. Brown	Dorothy H. Riddick	(SEAL)
Mary T. Thornton	Carl W. Riddick	(SEAL)
Willa Mainguy	Flossie S. Riddick	(SEAL)

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL ) ss.

I HEREBY CERTIFY THAT, ON THIS 26TH DAY OF April, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ROLLAND C. RIDDICK and DOROTHY H. RIDDICK, his wife, two of the Grantors herein, and they acknowledged the foregoing deed to be their act.

WITNESS MY HAND AND Notarial Seal.

(Notarial Seal.)

Viola J. Brown, Notary Public

STATE OF FLORIDA, COUNTY OF BROWARD:

I HEREBY CERTIFY that, on this 28th day of April, 1948, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared CARL W. RIDDICK and FLOSSIE S. RIDDICK, his wife, two of the Grantors herein, and they acknowledged the foregoing deed to be their act.

WITNESS my hand and Notarial Seal.  
(Notarial Seal)

(Notarial Seal) (Plat not copied)

Mary T. Thornton, Notary Public.  
Notary Public State of Florida at Large  
My Commission expires November 9, 1951.  
Bonded by American Surety Co., of N. J.

Recorded-5th-May-1948-at-2:40-P.M. Liber J.H.H. No. 467-Folio 425.

PETITION TO APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE THE JUDGES OF SAID COURT:

The petition of Arthur J. Hephurn, Jr., and Beverley H. Mercer, guardians of the person and estate of

Constance Glenthorne Cosway, infant, respectfully represents .

1. Constance Glenthorne Cosway, infant, has been duly returned summoned, but being an infant she can not answer and defend this suit for herself.

WHEREFORE, your petitioners pray this Honorable Court to appoint a guardian to appear and answer for said infant.

AND as in duty bound, etc.,

William J. McWilliams,  
212 Gloucester Street,  
Annapolis, Md  
Solicitor for Petitioners

Arthur J. Hepburn, Jr.,  
Beveley H. Mercer, Petitioners

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY THAT, ON THIS 9TH DAY OF May 1950, before me, the subscriber, a Notary Public for the State of Maryland, in and for the city aforesaid, personally appeared ARTHUR J. HEPBURN, Jr. and BEVELEY H. MERCER, guardians, 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.  
(Notarial Seal)

Kathering Pepersack, Notary Public.

Filed May 12, 1950

O R D E R

Upon the foregoing petition and affidavit it is, this 12th day of May, 1950, by the Circuit Court for Anne Arundel County, in equity, ORDERED that George Crowley be, and he is hereby appointed guardian ad litem for Constance Glenthorne Cosway, infant, in this proceeding.

Benjamin Michaelson, Judge

Filed May 12, 1950

ANSWER OF GUARDIAN AD LITEM.

TO THE HONORABLE THE JUDGES OF SAID COURT:

The answer of Constance Glenthorne Cosway, infant, by George J. Crowley, her guardian ad litem duly appointed by an order of this Honorable Court, to the petition of Arthur J. Hepburn, Jr. and Beverley H. Mercer, guardians, against her in this Honorable Court exhibited.

Constance Glenthorne Cosway, being an infant, can neither admit nor deny any of the matters and things in said petition alleged, and she submits her rights thereunder to the protection of this Honorable Court.

AND, as in duty bound, etc.

George J. Crowley, Guardian ad Litem.

Filed July 10", 1950

TESTIMONY ON BEHALF OF PETITIONERS

March 5, 1951.

Present:

Mr. William J. McWilliams, Solicitor for Petitioners

Mr. John S. Strahorn, Examiner

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Arthur J. Hepburn, Jr., pages 2, 3, 4, 5 & 6

Fred S. Voges, pages 7 & 8

William H. M. Smith, pages 9 & 10

Arthur J. Hepburn, Jr., a witness of lawful age, being first duly sworn, deposes and says:  
(McWilliams)

1 Your full name is Arthur J. Hepburn.  
A. Arthur J. Hepburn, Jr.,

2. State your home address and business address.
- A. My home is Gibson Island, Maryland, my business address is Fidelity Trust Company, Charles and Lexington Streets, Baltimore, Maryland.
3. Are you one of the petitioners in this case?
- A. I am.
4. You are also one of the guardians of Constance Glenthorne Cosway.
- A. I am.
5. The other guardian is Mr. Beverly H. Mercer?
- A. Yes.
6. Is Miss Cosway the daughter of the late Guy C. Cosway and Mary Roman Cosway?
- A. That's right.
7. I believe she was born 13th August, 1932, is that correct?
- A. That's right.
8. Is her full name Margaret Constance Glenthorne Cosway?
- A. Yes.
9. Her mother, Mary Roman Cosway, died 29 April, 1947, did she not?
- A. Yes.
10. Her father, Guy G. Cosway, died as a result of an automobile accident on 1 March 1950, did he not?
- A. 22nd of February.
11. The petition recites 1 March, 1950, is that incorrect?
- A. The 22nd of February was the correct date.
12. Was he married at the time of his death?
- A. No, he was not, he had been previously divorced.
13. He was unmarried when he died.
- A. That's right.
14. Do you recall that the infant, when she was baptised, she was given the name Margaret Constance Glenthorne Cosway?
- A. Yes.
15. That name was later changed, was it not?
- A. That's correct.
16. Do you recall who had it changed?
- A. Her grandparents, one or both of them.
17. Her name was changed by a decree of the Circuit Court for Allegany County 31 May, 1945, was it not?
- A. Yes.
18. Her name was changed to what?
- A. Philipa Roman Cosway.
19. Was that later changed back to her real name?
- A. It was.
20. Was that by decree of the Circuit Court for Anne Arundel County? A. Yes.
21. That, I believe, was on 27 December 1949 in No. 9862 Equity, is that right. A. Yes.
22. Is the infant also known by other names? A. Yes.
23. What other names is she known by?
- A. Constance Glenthorne Cosway or Constance G. Cosway.
24. Her nickname is "Connie", is it not? A. That's right.
25. Does she still use the name of Margaret?
- A. Practically never.

26. When were you and Mr. Mercer appointed guardians of Constance G. Cosway

A. On the 7th of March, 1950.

27. Were you appointed by the Orphans Court of Anne Arundel County? A. Yes.

28. Did you file a bond, and if so, in what amount?

A. A bond was filed in the amount of Two Hundred and Fifty Thousand (\$250,000) Dollars.

(COPY OF ORDER OF THE ORPHANS COURT APPOINTING ARTHUR J. HEPBURN, JR. AND BEVERLY H. MERCER, GUARDIANS OF CONSTANCE G. COSWAY FILED HERewith AS EXAMINERS EXHIBIT ONE).

29. When did Constance G. Cosway become 18 years of age.

A. 13 August, 1950.

30. At that time, you handed over to her the personal property that belonged to her, did you not?

A. Yes.

31. Subsequently she executed deeds of trust? A. That's right.

32. Were they approved by the Circuit Court for Anne Arundel County? A. Yes.

33. You and Mr. Mercer still continue as the guardians of Constance G. Cosway, do you not? A. Yes.

34. Did Guy C. Cosway, at the time of his death, own any real estate? A. He did.

35. Where is that real estate located?

A. Sylvan Shores, Riva, Anne Arundel County, Maryland.

36. That is in the First Election District, is it not? A. Yes.

37. Is the property fully and completely described in a deed from Roland C. Riddick, et al. to Guy C. Cosway? A. Yes.

(DEED DATED 28 APRIL 1948 FROM ROLAND C. RIDDICK, ET AL. TO GUY C. COSWAY AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. 467, FOLIO 425, FILED HERewith AS EXAMINER'S EXHIBIT TWO)

38. Did Guy C. Cosway have any other children?

A. No.

39. Constance G. Cosway is his sole heir and next of kin? A. Yes.

40. As such, did she inherit this property described in the deed which we just mentioned?

A. She did.

41. Will you describe briefly the real estate just mentioned?

A. It is a waterfront property, located at Sylvan Shores and improved by a comfortable dwelling house, said property not rented, producing no income and it is unlikely that a satisfactory tenant can be obtained.

42. Even if you could obtain a satisfactory tenant, do you think that the net return would be sufficient to justify the care and maintenance which this type of property would require? A. No.

43. Since Constance G. Cosway has become 18 years of age, has she indicated any desire to continue to own or occupy the property at any time in the future?

A. She stated that she does not wish to obtain or occupy the property.

44. Would it be for the benefit and advantage of the infant to sell this real estate and invest the proceeds in some more productive fund? A. I believe it would.

45. Is the property encumbered? A. No.

46. Any mortgage on it? A. No.

47. Is the estate of Guy C. Cosway being administered in the Orphans Court of Anne Arundel County?

A. Yes.

48. You are, I believe, the administrator of that estate? A. Yes.

49. Is the estate solvent? A. Yes.

50. There is a claim pending against the estate, is there not? A. Yes.

51. Filed by the County Commissioners of Anne Arundel County? A. Yes.

52. Is that for liquidated damages or unliquidated damages?

A. Unliquidated damages.

53. I believe that arises out of the accident which resulted in Guy C. Cosway's death, was it not? A. Yes.

54. Are you and Mr. Mercer satisfied to have the proceeds derived from the sale of this property placed in escrow pending the final settlement of the estate of Guy C. Cosway? A. We are.

55. In your opinion, do you think this property can be satisfactorily disposed of at a public sale. A. No.

56. Do you think a satisfactory price can be obtained for the property if sold at private sale. A. Yes.

57. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this case, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties? A. No.

Arthur J. Hepburn, Jr.,

Fred E. Voges, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. McWilliams)

1. Your full name is Fred E. Voges? A. That is correct.

2. What is your business address?

A. 221 Main Street, Annapolis, Maryland.

3. What is your business?

A. Real Estate and Insurance Broker.

4. How long have you been engaged in the real estate business in this community? A. About 18 years.

5. Are you familiar with the value of real estate in Annapolis and Anne Arundel County. A. I am.

6. Are you familiar with the property belonging to the late Guy C. Cosway and described in the deed which has been offered in evidence at this hearing? A. I am.

7. Have you examined that property? A. I have.

8. Describe the property in question?

A. The property is located in the Forest Addition of Sylvan Shores, First Election District. It has a frontage of approximately 15 feet on Hardesty's Cove, South boundary is approximately 350 feet long, frontage of 74 feet on Rabbit Hill Road, 31 feet on Tulip Road, 102.95 feet on the North boundary line, Eastern line is part of the boundary of the whole tract and measures 390.5 feet. The whole property comprises Lot No. 529 and part of lot No. 528. The house is of log construction, composition roof, large stone chimney and fireplace, full basement with oil burning, hot water heating plant, living room, kitchen, bedroom and bath on first floor and two bedrooms and bath on the second floor. The general condition of the property is good.

9. Have you made an appraisal of the property? A. I have.

10. What, in your opinion, is the fair market value of the property?

A. In my opinion a fair market value of the property at this time is Eleven Thousand (\$11,000.00) Dollars.

11. In your opinion is it advisable to sell this property at public sale or at private sale if an advantageous offer can be obtained?

A. I would say private sale would be much better than public sale.

12. Is this the type of property that readily lends itself to satisfactory public sale?

A. No, it is the type of property that would appeal only to a limited number of people. I don't think it would go very readily in a public sale.

13. Is it the type of property that could be rented and kept rented at a price which would justify retaining it as an investment for the estate of the infant? A. No, I am sure it is not.

14. Do you feel that it would be to the best interest and advantage of the infant to convert the property into cash and reinvest the cash in desirable securities. A. I do definitely.

15. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the

matters in question between the parties?

A. No.

Fred E. Voges,

William H. M. Smith, a witness of lawful age, being first duly sworn deposes and says:

(Mr. McWilliams)

1. Your name is William H. M. Smith?

A. Yes.

2. What is your address?

A. 11 School Street, Annapolis, Md.

3. You are engaged in the real estate business and insurance?

A. Yes.

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

A. I have been a real estate broker since 1939.

5. Are you familiar with the values of properties in Annapolis and Anne Arundel County ?

A. Yes.

6. Are you familiar with the Cosway property heretofore described and referred to?

A. I am.

7. Will you describe the property briefly?

A. It is a waterfront property, located in the Forest Addition of Sylvan Shores at Riva, fronting 15 feet on Hardesty's Cove. There are two lots, 529 and a portion of Lot No. 528, improved with a one and a half story log cabin dwelling, composition roof, complete basement, which contains built in garage, very nice oil burning, hot water heating unit with summer and winter hook-up, laundry trays. First Floor, living room, bed room, bath, kitchen, electric stove and refrigerator in the kitchen, Second floor consists of two bed rooms and another bath. There is a porch across the whole front of the house, which is approximately ten feet deep, the porch is enclosed by screens.

8. Have you made an appraisal of this property?

A. I have.

9. What in your opinion is a fair market value of the property?

A. Eleven Thousand Five Hundred (\$11,500.00) Dollars.

10. In your opinion is this type of property that can be easily sold at public sale or do you think a better price can be realized if the property is sold at private sale?

A. At private sale.

11. Why do you think that?

A. A better price can be realized at a private sale. It is located in a community that is almost exclusively seasonal property, very few properties there that are occupied the year round. From my own personal experience, the day I was there, the roads aren't kept up so well. You wouldn't have very good ingress and egress during the winter. Property of that sort doesn't bring so much at a public sale.

12. Due to the fact that this is of log cabin construction and has an irregular shaped lot, do you think it would appeal to the public generally or to a very limited market?

A. Very limited market.

13. In your opinion, do you think this property could rent for enough to justify its retention as an investment for the estate's infant?

A. No, it would be very difficult to keep tenants down there during the winter months.

14. Do you know, or can you state, any other matter or thing, which may be of benefit or advantage to the parties to this cause, or either of them, or that may be material to the subject of this examination, or the matters in question between the parties?

A. No.

William H. M. Smith,

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

Witness my hand and seal this 12 day of March, 1951.

Jno. S. Strahorn, (SEAL) Examiner.

Filed 12 March, 1951

D E C R E E

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

It is thereupon, this 2nd day of April, 1951, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the real estate mentioned in the proceedings be sold and that William J. McWilliams 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, of the time, place, manner and terms of sale, which terms shall be all cash, or, the said Trustee may make a private sale, and as soon as may be convenient after such sale the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the proof 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 and those claiming by, from or under them; and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustee as this Court shall think proper to allow, in consideration of the skill, attention and fidelity wherewith he shall have appeared to have discharged his trust.

AND it is further ORDERED, ADJUDGED and DECREED that the proceedings of said sale shall be held by the said Trustee until such time as it shall be made to appear to this Court that all claims against the estate of Guy C. Cosway, late of Anne Arundel County, shall have been satisfied and until the final account of the Administrator of the late Guy C. Cosway shall have been passed and approved by the Orphans' Court for Anne Arundel County.

Benjamin Michaelson, Judge.

Filed 2 April, 1951.

B O N D

KNOW ALL MEN BY THESE PRESENTS. That we, William J. McWilliams and the Fidelity and Deposit Company of Maryland, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand (12,000) 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 4th day of April, in the year of our Lord one thousand nine hundred and fifty-one.

WHEREAS, the above bounden William J. McWilliams by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland, has been appointed Trustee to sell the Real Estate mentioned in the proceedings in the case of In the Matter of The Sale of The Real Estate of Margaret Constance Glenthorne Cosway, Infant, also known as Constance Glenthorne Cosway, Infant, No. 9943 Equity now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden William J. McWilliams 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 & Delivered in the presence of

William J. McWilliams, (Seal)

ATTEST:

Fidelity and Deposit Company of Maryland

By Chipman W. Cunningham

By Ridgely P. Melvin, Jr.,

(Corporate Seal)

Attorney-in-Fact.

Approved this 5 Apr. 1951.

John H. Hopkins, 3rd, Clerk.

Filed 5 April, 1951

TRUSTEE'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of William J. McWilliams, Trustee appointed by a decree of this Honorable Court passed in the above entitled cause dated the second day of April 1951, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the said decree, your Trustee sold the property more particularly described herein, at private sale, to William C. Schrand and Mary C. Schrand his wife, for the sum of Twelve Thousand Dollars (\$12,000.00), subject to a five per cent (5%) broker's commission to Joseph D. Lazenby, Annapolis, Maryland, the same being the highest offer he could obtain for said property, the terms of sale being cash upon the ratification of the sale by this Court.

The property is described as follows:

BEGINNING for the same at an iron pipe set on the southeast side of Rabbit Hill Road, said pipe being located where the division line between lots 501 and 529 intersect the southeast side of Rabbit Hill Road, as shown on the plat of Forrest Addition of Sylvan Shores, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod A-6, Plat 14, said point also being located from coordinate point number 31, as shown on the plat of Sylvan Shore in Plat Cabinet 3, Rod E-8, plat 13, the following three courses and distances: North 48 degrees East, 30.12 feet to the east side of Forrest Road, South 46 degrees, 53 minutes East 55.69 feet to the intersection of the southeast side of Rabbit Hill Road and the northeast side of Forrest Hill road and North 52 degrees East, 65.0 feet to said beginning point and running from thence and with the southeast side of Rabbit Hill road, North 52 degrees, 10 minutes East, 74.0 feet to a point; said point being located 4.22 feet from a pipe set in Tulip Road; thence with the East side of Tulip road, north 17 degrees 51 minutes West, 31.0 feet to a pipe set where the division line between lots 527 and 528 intersect the East side of Tulip road; thence running through lot 528, North 76 degrees 26 minutes East, 102.95 feet to a pipe in the eastern outline of the whole above mentioned subdivision; thence with said outline, South 23 degrees 38 minutes East, 126.0 feet to a pipe; thence South 20 degrees 53 minutes East, 264.5 feet to a pipe set on the shoreline of Hardesty's Cove; thence with the water's edge of the same, South 69 degrees 07 minutes West, 15.0 feet to a pipe; thence leaving Hardesty's Cove and running North 40 degrees 40 minutes West, 40.0 feet to a pipe set at the southeasternmost corner of lot 500; thence with the east lines of lots 500 and 501, North 42 degrees 48 minutes West, 206.0 feet to a pipe and North 50 degrees 30 minutes West, 145.0 feet to the place of beginning and comprising all of lot 529, part of lot 528 and part of an undesignated area as shown on the above mentioned plat of Forrest Addition, according to the survey and plat made by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in April 1948; which said plat is attached hereto and made a part hereof.

BEING the same property which was conveyed to Guy C. Cosway by Rolland C. Riddick and Dorothy H. Riddick, his wife, and Carl W. Riddick and Flossie S. Riddick, his wife, by deed dated 28 April, 1948 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 467, folio 425.

Respectfully submitted,

William J. McWilliams, Trustee.

Acknowledgment before Viola J. Brown, on the 4th day of April, 1951, as to the above.

Filed 5 April, 1951.

ORDER NISI

ORDERED, this 5 day of April, 1951, That the sale of the Real Estate in these Proceedings mentioned,

MADE AND REPORTED by William J. McWilliams, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown or or before the 8 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 8 day of May next. The report states that the amount of sales to be \$12,000.00.

John H. Hopkins, 3rd, Clerk.

Filed 5 April, 1951.

CERTIFICATE OF PUBLICATION,

Annapolis, Md. May 9, 1951.

We hereby certify, that the annexed Order Nisi-Equity 9943 Sale of Real Estate of Margaret Constance Glenthorne Cosway-also known as Constance Genthorne Cosway 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 8th day of May, 1951. The first insertion being made the 6th day of April, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. E.C. 9159

By D. B. Macey

Filed 10 May, 1951

FINAL ORDER

ORDERED BY THE COURT, This 10th day of May, 1951, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

Filed 10 May, 1951

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause and from them she has stated the within account, May 31, 1951. All of which is respectfully submitted:

Laura R. Jickling, Auditor.

Dr. In the Matter of the Sale of the Real Estate of Margaret Constance Glenthorne Cosway, also known as Constance Glenthorne Cosway, infant, in account with William J. McWilliams, Trustee, Cr.

To Trustee for Commissions, viz:	\$390.00	390.00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	27.75	
Guy Anders-Sheriff's costs (Frederick County)	1.35	
George J. Crowley-guardian ad litem	4.00	
John S. Strahorn-Examiner's fee	8.00	
Katharine H. McCutchan-stenographer's fee	10.00	
Auditor- stating this account and extra copy	18.00	79.10
To Trustee for Expenses, viz:		
Capital-Gazette Press- order nisi (sale)	8.00	
Capital-Gazette Press, order nisi (acct)	6.00	
Fidelity & Deposit Co. of Md. bond premium	48.00	
Wm. H. M. Smith-appraiser's fee	50.00	
Fred E. Voges -appraiser's fee	50.00	
One-half Federal revenue stamps	6.60	
One-half State revenue stamps	6.60	
Viola J. Brown, -Notary Public fee	.50	
Joseph D. Lazenby-broker's commission	600.00	775.70



2. The property mentioned in said Certificate is described as follows:

Beginning for the first thereof on the southernmost side of Wicklow Road at the corner formed by the intersection of the southernmost side of said Avenue with the easternmost side of County Road formerly known as Craig's Ferry Road, and running thence south 59° East bounding upon the southernmost side of said Wicklow Road 918 feet, more or less to the westernmost side of Gordon Road and thence southerly bounding on the westernmost side of said Gordon Road 420 feet more or less to the northernmost side of Earlton Road, and thence westerly bounding upon the northernmost side of said Earlton Road, 406 feet, more or less, to the easternmost side of lot Number 53 as delineated upon Plat of Ferndale Farms, filed and recorded with deed from Emory A. Kelbaugh and wife to Helen Gordon, dated September 21st, 1941, and recorded among the Land Records of Anne Arundel County in Liber G. W. Number 84, folio 476, etc. which said plat is recorded in the Plat Book of said County at Page 63 and also filed and recorded with a deed from Max Jacobs and wife to Joseph Jacobs, dated January 22nd, 1914, and recorded among the Land Records of Anne Arundel County in Liber G.W. 99, folio 392, etc., and running thence northerly bounding on the easternmost side of Lot Number 53, 248 feet to the southernmost corner of Lot Number 54 as delineated upon said Plat, and thence westerly bounding upon said lot 54 269 feet, more or less to the easternmost side of Craig's Ferry Road and thence northerly, bounding upon the easternmost side of said Road 429 feet, more or less to the place of beginning. Being and comprising Lots Numbers 51, 52, 54, 55 and 56 as delineated upon said Plat and containing 7.04 acres of land, more or less.

And beginning for the second at the corner formed by the intersection of the southernmost side of Wicklow Road and the easternmost side of Gordon Road and running thence south 59° east bounding upon the southernmost side of said Wicklow Road 207.43 feet to the westernmost side of Lot 41 as delineated upon the said Plat of Ferndale Farms, and running thence southerly bounding upon lots 41 and 49 as delineated upon said plat 404 feet, more or less to the southernmost southline of the whole tract conveyed to Emory A. Kelbaugh by George R. Willis, Attorney by deed dated May 25th, 1910 and recorded among the Land Records of Anne Arundel County in Liber G. W. Number 79, folio 45, etc., and thence westerly bounding upon said outlines, 200 feet more or less, to the southernmost point or intersection of Gordon Road and Earlton Road and thence northerly bounding upon the easternmost side of Gordon Road 448 feet more or less to the place of beginning being and comprising lots Numbers 40 and 50 as delineated upon said Plat and containing 1.98 acres of land, more or less.

On October 14th, 1947 the date of the Collector's Sale, said property was assessed to William Swikoski and were, in fact, owned by his heirs on that date, according to the Land Records of Anne Arundel County and the Equity Records of said County, the title to said property is still vested in the aforesaid William Swikoski, subject to the Tax Sale mentioned in said Certificate.

3. According to the Records of the Orphans' Court for Anne Arundel County, Vincent Swikowski died on April 4th, 1944 and, in fact, Vincent Swikowski and William Swikowski, also known as William Swikoski, were one and the same person. According to said Records the property hereinbefore described, was included in the inventory of the real property of Vincent Swikowski as by reference to Estate Number 6156 in the Orphans' Court for Anne Arundel County will more fully appear. Testimony was taken before the said Orphans' Court for the purpose of locating any heirs of the said Vincent Swikowski and said Court found it impossible to determine whether any heirs were in existence at that time, and if so, their identities. A balance of said Estate, after payment of all bills, was paid to the Register of Wills for Anne Arundel County in accordance with the provisions of Article 93 of the Annotated Code of the State of Maryland, and said funds still remain there.

4. Said property has not been redeemed by any party in interest although more than one year from date of said balance has expired.

5. To redeem the property mentioned in the aforesaid Certificate is necessary for any proper party

--- redeeming to pay the sum of Forty Nine Dollars and seventeen cents (\$14.17) with interest from October 14th, 1947, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiff for the original purchaser, and any reimbursement due the Plaintiff under Section 90-J and 90-K of Article 81 of the Annotated Code of Maryland.

6. The Plaintiff prays this Honorable Court to pass a final decree foreclosing all rights for redemption of all persons having or claiming to have any interest in and to the property described herein.

7. The Plaintiff prays that she may have such other and further relief as her case may require.

AND, AS IN DUTY BOUND, etc.

Anna E.Hranicka,  
Plaintiff.

Matthew S. Evans  
Carroll H. Albaugh, Solicitors for Plaintiff.  
Professional Building, Annapolis, Maryland.

Filed October 13, 1949.  
PLAINTIFF'S EXHIBIT "A"  
CERTIFICATE OF TAX SALE

689

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14-1947, I sold to Agusta Swisko, 5008 Curtis Ave., Baltimore 28, Md., at public auction for the sum of \$50.00 Dollars and -- cents, of which 49.17 Dollars, has been paid as a deposit on the property in 5th District described as 9 and 1/2 acres Situated at Brooklyn R.#9 A.A.Co., Md. and assessed to William Swikoski.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, most be paid to the Collector before a deed can be delivered to the purchaser. After October 15, 1948, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14 day of Oct. 1947.

Joseph H. Griscom, Sr., County Treasurer, Collector.

State of Maryland, Anne Arundel County, Sct;

I hereby certify, that on this 14 day of October, 1947, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared JOSEPH H. GRISCOM, SR. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the foregoing certificate to be his act.

Witness my hand and seal Notarial.

William B. Clatonoff,

My Commission expires May, 1949. (Notarial Seal).

Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SS.

I HEREBY CERTIFY that, on this 10th day of October, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ANNA E. HRANICKA, the Plaintiff herein, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of her knowledge and belief.

WITNESS my hand and Notarial Seal.

Carroll H. Albaugh, Notary Public.

(Notarial Seal)

Filed 13 October, 1949

ORDER OF PUBLICATION.

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate at Brooklyn, Anne Arundel County, Maryland, sold by the Collector of Taxes

for the County of Anne Arundel County and the State of Maryland to the Plaintiff in this proceeding:

Beginning for the first thereof on the southernmost side of Wicklow Road at the corner formed by the southernmost side of said Avenue with the easternmost side of County Road formerly known as Craig's Ferry Road, and running thence south 59° East bounding upon the southernmost side of said Wicklow Road, 918 feet, more or less to the westernmost side of Gordon Road and thence southerly bounding in the Westernmost side of said Gordon Road 420 feet more or less to the northernmost side of Earlton Road, and thence westerly bounding upon the northernmost side of said Earlton Road, 406 feet, more or less, to the easternmost side of lot Number 53 as delineated upon Plat of Ferndale Farms, filed and recorded with deed from Emory A. Kelbaugh and wife to Helen Gordon, dated September 21st, 1941 and recorded among the Land Records of Anne Arundel County in Liber G.W. Number 84, folio 476, etc., which said plat is recorded in the Plat Book of said County at Page 63 and also filed and recorded with a deed from Max Jacobs and wife to Joseph Jacobs, dated January 22nd, 1914, and recorded among the Land Records of Anne Arundel County in Liber G.W. 99 folio 392, etc., and running thence northerly bounding on the easternmost side of Lot Number 53, 248 feet to the southernmost corner of Lot Number 54 as delineated upon said plat, and thence westerly bounding upon said Lot 54 269 feet, more or less, to the easternmost side of Craig's Ferry Road and thence northerly, bounding upon the easternmost side of said Road 429 feet, more or less to the place of beginning. Being and comprising Lots Numbers 51, 52, 54, 55 and 56 as delineated upon said Plat and containing 7.04 acres of land, more or less.

And beginning for the second at the corner formed by the intersection of the southernmost side of Wicklon Road and the easternmost side of Gordon Road and running thence south 59° east bounding upon the southernmost side of said Wicklon Road 207.43 feet to the westernmost side of Lot 41 as delineated upon the said Plat of Ferndale Farms, and running thence southerly bounding upon lots 41 and 49 as delineated upon said plat 404 feet, more or less to the southernmost southline of the whole tract conveyed to Emory A. Kalbaugh by George R. Willis, Attorney by deed dated May 25th, 1910 and recorded among the Land Records of Anne Arundel County in Liber G. W. Number 79, folio 45, etc., and thence westerly bounding upon said outlines, 200 feet more or less, to the southernmost point or intersection of Gordon Road and Earlton Road and thence northerly bounding upon the easternmost side of Gordon Road 448 feet more or less to the place of beginning; being and comprising lots Numbers 40 and 50 as delineated upon said Plat and containing 1.98 acres of land, more or less.

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. E

It is thereupon, this 13<sup>th</sup> day of October, 1949, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks, warning all persons interested in the said property to be and appear in this Court by the 23<sup>rd</sup> day of December, 1949, and redeem this 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 Plaintiff a title, free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk.  
Filed October 13<sup>th</sup>, 1949.

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 27, 1950.

We hereby certify, that the annexed Order of Publication Eq., #9808 ANNA E. HRANICKA was published in SOUTHERN 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 20th day of October, 1949.

Verified by THE CAPITAL GAZETTE PRESS, INC.,

I hereby certify that the attached copy By R. L. Brown,  
for Order of Publication Eq. 9708 "Anna E. Hranicka" appeared in the Southern Maryland Times in the issues of Oct. 20, 27, Nov. 3, 10, 1949. Sworn to this 27th day of November, 1950.  
Lillian L. French, Notary Public. (Notary Seal) Filed 4 Dec. 1950.

DECREE PRO CONFESSO.

It appearing from the proceedings in this cause that the Order of Publication heretofore issued, therein has been duly published in the Southern Maryland Times, a newspaper published in Annapolis 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 5th day of December, 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 Defendants.

Benjamin Michaelson, Judge.

Filed 5 Dec. 1950

AFFIDAVIT

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL: ss:

ON THIS 17th day of April, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CARROLL H. ALBAUGH, who, being by me duly sworn according to law, deposed, and said:

That he is the solicitor for Anna E. Hranicka.

That before filing the Bill of Complaint in this case an examination was made of the land records in the Circuit Court for Anne Arundel County and the records in the office of the Register of Wills for Anne Arundel County. The examination disclosed that the title to said property was vested in William Swikoski, also known as William Swikowski, also known as Vincent Swikowski, subject to the tax sale proceedings. The records in the office of the Register of Wills for Anne Arundel County disclosed that Vincent Swikowski died on or about April 4th, 1944, and that among the assets of said estate was a nine and one-half (9½) acre tract of land near Ferndale. Said records further showed proceedings by the administrator to determine possible heirs. In said proceedings four (4) possible heirs were mentioned, all of whom, if living, are residents of Poland. The names and address of said possible heirs are as follows:

Mrs. Wincenta Levandowski  
27 Ponasko Street, Room # 11  
Wilma, Poland.

Mr. John Swikowski  
Posta, Polish Lithuania Poland.

Mrs. Janina Sinkiewics  
Posta, Polish Lithuania  
Poland.

Mrs. Annie Swikowski, Posta, Polish Lithuania, Poland.

The administrator was unable to locate any heirs, and there is at present a sum of money on deposit with the said Register of Wills.

That in an effort to locate said heirs, copies of the Order of Publication were sent by registered mail, return receipt requested, to the addresses as shown in the aforesaid proceedings, All four (4) letters were returned as undeliverable. Said letters are filed herewith and prayed to be taken as a part hereof.

That the affiant knows of no other addresses for the parties of interest.

Carroll H. Albaugh,  
Solicitor for Plaintiff.

SUBSCRIBED AND SWORN TO before me the day and year first above written.

(Notarial Seal)

Viola J. Brown, Notary Public.

Filed 17 April, 1951

DECREE

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Section 89-I to 90-P, of Article 81 of the Annotated Code of Maryland (1943 Supplement),

It is thereupon, this 1st day of May, 1951, 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 this proceeding as having been sold by the Treasurer of Anne Arundel County on the 14th day of October, 1947, for the non-payment of taxes be, and the same are hereby, barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and descents occurring prior to this decree, as well as all 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 Plaintiff.

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 Plaintiff.

4. That the Plaintiff shall pay the costs of this proceeding.

Benjamin Michaelson, Judge.

Filed 1 May, 1951

WALTER S. CALWELL,	:	No. 10,124 EQUITY
Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS	:	FOR
CHARLES W. ROBB AND	:	ANNE ARUNDEL COUNTY.
AILEEN ROBB, his wife.	:	
	: : : : : : : : : : :	

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 Charles W. Robb and Aileen Robb, his wife, to the Baltimore Federal Savings and Loan Association, dated February 6th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 556 folio 459.

T. Worthington Brundige, III, Attorney for Plaintiff. Walter S. Calwell, Attorney Named in Mortgage

Filed 13 Dec. 1950

PLAINTIFF'S EXHIBIT "A" MORTGAGE

MD. STATE STAMPS \$6.60.

THIS MORTGAGE, Made this sixth day of February, in the year one thousand, nine hundred and fifty, between CHARLES W. ROBB and AILEEN ROBB, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of SIX THOUSAND, THREE HUNDRED 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 Forty-nine and 82/100 Dollars, on or before the first day of each and every month from date hereof, until the whole of said 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; and (2) towards the payment of the aforesaid principal sum.

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

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEING known and designated as Lot No. 10 on the Plat of the Sub-division of Lots Nos. 1, 2, 3, 4, 5, and 6,

of Kingston Heights, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No.4, folio 16. The improvements thereon to be known as No. 26 Kingwood Road.

BEING the same lot of ground which, by deed dated September 8, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 539, folio 211, was granted and conveyed by Walter B. Harrison and wife to the said Mortgagors in fee simple.

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.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in any-wise 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;

It is agreed that said Mortgagee may at its option advance sums at any time for the payment of premiums on any life insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary, and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums so advanced shall be added to the unpaid balance of this indebtedness, and shall become due and payable on demand at the option of the Mortgagee, and bear the rate of interest herein agreed to.

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

And the said Mortgagors, for themselves, their heirs, and assigns, covenant with the said Mortgagee, 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, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts for periods and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent: (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (4) to pay all ground rent, taxes, water rents, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable; (5) to permit, commit or suffer no waste, impairment or indebtedness of said property, or any part thereof; (6) that the holder of this mortgage in any action to foreclose it, shall be entitled

(without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents, and profits of said premises and account therefor as the Court may direct: (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment - - - - - , or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (8) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days; If the mortgage debt is paid before maturity and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, 90 days' interest, at the rate specified in this mortgage, on the amount prepaid, shall be paid to the Mortgagee.

AND IT IS AGREED AND UNDERSTOOD that until default is made, the said Mortgagors, their heirs 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 Walter S. Calwell or Joseph J. Callahan, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of \$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 the Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite. 4

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Charles W. Robb

(SEAL)

J. Lloyd Wilkinson.

Aileen Robb

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this sixth day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared CHARLES W. ROBB and AILEEN ROBB, his wife, and they acknowledged the foregoing mortgage to be their act. At the same time also appeared Joseph J. Callahan, Agent 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, and also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

J. Lloyd Wilkinson,

Notary Public

Recorded February 7th, 1950, at 1:00 P.M. "O.P." in Liber J.H.H. No. 556, folio 459,

Filed December 13, 1951

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage claim of the Baltimore Federal Savings and Loan Association under the Mortgage from said Charles W. Robb and Aileen Robb his wife to Baltimore Federal Savings and Loan Association, dated February 6th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J H.H. No. 556, folio 459 -

Amount of Loan	\$6300.00
Less-amount paid in principal	- - - -
Plus- unpaid interest to 1/26/1951	<u>305.47</u>
	6605.47

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 25th day of January, 1951, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph N. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, and made oath in due law that the foregoing is a just and true statement of the amount of mortgage claim under the mortgage filed in the said cause and remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(Notarial Seal.)

Clara M. Link,

Notary Public

Filed 26 Jan. 1951

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 SEVEN THOUSAND AND 00/100 (\$7,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment, well and truly to be made 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 TWENTY-FIFTH day of JANUARY, in the year nineteen hundred and FIFTY-ONE.

WHEREAS, the above bounden Walter S. Calwell, Attorney for The Baltimore Federal Savings and Loan Association by virtue of the power contained in a Mortgage from Charles W. Robb and Aileen Robb, his wife to the Baltimore Federal Savings & Loan Association, bearing date the Sixth day of February, nineteen hundred and Fifty and recorded among the Mortgage Records of Anne Arundel County, in Liber J.H.H. No. 556, Folio 459. and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered

Walter S. Calwell, (SEAL)

in the presence of

NEW AMSTERDAM CASUALTY COMPANY

Clara M. Link

BY R. G. BURGESS,

Attest:

Vice-President.

V. N. Mercier, Assistant Secretary.

Approved, this 26 January, 1951,

(Corporate Seal)

John H. Hopkins, 3rd, Clerk.

Filed 26 January, 1951.

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 29th day of January, 1951, 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 W. Robb and Aileen Robb, his wife, against whom foreclosure proceedings were instituted are not in the Military Service of the United States, or of and 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.

(Notarial Seal)

Clara M. Link, Notary Public

Filed 30 January, 1951

ATTORNEY'S SALE OF VALUABLE FEE SIMPLE

Valuable Partially Completed Fee Simple Property, No. 26 Kingwood Road, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Charles W. Robb and Aileen Robb, his wife, to the Baltimore Federal Savings and Loan Association, dated February 6th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 556 folio 459 (default having occurred thereunder) the undersigned Attorney Named in Mortgage will sell at Public Auction, on the premises on FRIDAY, JANUARY 26TH, 1951, At 3 P.M. All the parcel of land situate in Anne Arundel County on the north side of Kingwood Road west of Hammonds Ferry Road, Kingston Heights, near Linthicum Heights.

Being known and designated as Lot No. 10 on the Plat of the Sub-division of Lots Nos. 1, 2, 3, 4, 5 and 6 or Kingston Heights, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 4, folio 16 the improvements whereon are known as No. 26 Kingwood Road-size of lot 50' by 180'. The improvements consist of an asbestos shingle partially completed bungalow, containing 6 rooms and bath.

Property will be sold subject to restricted covenants and agreements of records, if any affecting same.

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.

Attorney Named in Mortgage WALTER S. CALWELL  
SAM W. PATTISON & CO.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated February 6th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 556 folio 459 from said Charles W. Robb and Aileen Robb, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows:

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S. Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 26th day of January, 1951, at three P.M. attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County being known and designated as Lot No. 10 on Plat of the Subdivision of Lots Nos. 1, 2, 3, 4, 5, and 6 of Kingston Heights, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 4 folio 16, the improvements whereon are known as No. 26 Kingwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) 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 fee simple property was sold to The Frankie Wilson & Sons, Inc., at and for the sum of Fifty-five Hundred (\$5500.00) Dollars, said purchaser being then and there the highest bidder.

State of Maryland, City of Baltimore, to wit; Walter S. Calwell, Attorney Named In Mortgage  
I HEREBY CERTIFY, - That this 29th of January, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.  
(Notarial Seal) Clara M. Link, -Notary Public.

Filed 30 January, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. Feb. 14, 1951.

We hereby certify that the annexed Notice of Attorney's Sale 26 Kingwood Rd., Charles W. Robb 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 January, 1951. The first insertion being made the 4th day of January, 1951.

THE CAPITAL GAZETTE PRESS, INC.,

No. MG 3556

By R. L. Brown,  
Filed 16 Feb. 1951

ORDER NISI

Ordered, this 30 day of January, 1951, That the sale of the Real Estate in these proceedings mentioned, 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 12 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 12 day of March next. The report states that the amount of sales to be \$5500.00.

John H. Hopkins, 3rd, Clerk.

Filed 30 Jan. 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 3, 1951.

ef

We hereby certify that the annexed Order Nisi-Sale-Eq.#10,124 Charles S. Robb 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 12th day of March, 1951. The first insertion being made the 1st day of February, 1951.

No. MG. 3631

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

Filed 13 March, 1951

FINAL ORDER

ORDERED BY THE COURT, This 14th day of March, 1951, 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 expense as he shall produce vouchers for the Auditor.

BENJAMIN MICHAELSON, JUDGE.  
Filed 14 March, 1951

PETITION TO ALLOW MECHANICS' LIEN CLAIM AND EXHIBIT.

The Petition of Jennings H. Mitchell, Claimant by Pierson and Pierson and Louis M. Strauss, his solicitors respectfully represents:

1. That on October 27th, 1950, prior to the institution of the foreclosure proceedings herein, your Petitioner filed a mechanic's lien as against the property mentioned in these proceedings for labor and materials furnished for the construction of a new home on the land described in these proceedings, as exemplified by the original mechanics' lien filed herewith as your "Petitioner's Exhibit Number One".
2. That there is due the full amount of said mechanics' lien, namely, Five Hundred Four Dollars (\$504.00) and interest from the date of recording, namely, October 27th, 1950, to your Petitioner.
3. That your Petitioner is advised that the mortgage claim to be filed in this case will be less than Four Thousand Dollars (\$4,000.00) and that the property as reported was sold for Five Thousand Five Hundred Dollars (\$5,500.00).

WHEREFORE, your Petitioner prays this Honorable Court pass an Order authorizing your Petitioner's claim to be allowed by the Auditor of this Court according to its legal priority.

AND AS IN DUTY BOUND, ETC.

PIERSON AND PIERSON  
LOUIS M. STRAUSS,  
Attorneys for Claimant.

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 8th day of February, 1951, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Louis M. Strauss, Solicitor for Jennings H. Mitchell, Claimant in the foregoing Petition to Allow Mechanics' Lien Claim and Exhibit, and made oath in due form of law that the facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

(Notarial Seal)

Alice L. Wood, Notary Public,

PETITIONER'S EXHIBIT NO. I"

MECHANIC'S LIEN

Jennings H. Mitchell, Plaintiff in the above entitled cause, claims the sum of Five Hundred Four (\$504.00) Dollars from the Defendants, Charles W. Robb and Eileen Robb, his wife, to be due him against the one story frame and shingle dwelling, situate in Anne Arundel County and so much other ground immediately adjacent thereto and belonging in like manner to the owners of such dwelling as may be necessary for the ordinary and useful purposes of said dwelling is situate is part of all that lot or parcel of ground which by Deed dated September 8th, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 539, Folio 211 was granted and conveyed by Walter B. Harrison and Mildred M. Harrison, his wife,

at

the Defendants herein; of which the Defendants, at the time of the furnishing of the labor and materials hereinafter mentioned, were the owners or the reputed owners, the said claim being for labor and materials furnished by the lienor for or about the erection and construction of the said dwelling as aforesaid, at the instance and request of Certified Contractors, Inc., builder for the said Charles W. Robb and Eileen Robb, his wife, Defendants herein, at the particular times and of the nature or kind and amount, and at the prices set forth in the bill of particulars hereunder annexed, and being furnished under one contract with Certified Contractors, Inc., builder for the said Charles W. Robb and Eileen Robb, his wife, Defendants herein, for said dwelling within six months last past.

WHEREFORE, the said Jennings H. Mitchell requests the Clerk of the Circuit Court for Anne Arundel County to file and record this claim as a lien against the said lot and dwelling thereon as well as against Charles W. Robb and Eileen Robb, his wife, Defendants herein, as the owners or reputed owners thereof, in accordance with the Code of Public General Laws, Article 63, entitled "Mechanic's Liens".

Louis M. Strauss

Jennings H. Mitchell

Pierson & Pierson, Attorneys for Plaintiff.

Plaintiff.

Eileen  
Mr. & Mrs. Charles W. Robb, 26 Kingwood Road, Baltimore, 29, Md. July 31st, 1950.  
Anne Arundel County, Maryland and  
Certified Contractors, Inc., 2 East 21st Street, Baltimore 18, Maryland.

to

JENNINGS H. MITCHELL, Dr.,  
Plain and Ornamental Plastering and Stuccing, 619 North Bend Road.

Lathing and plastering one story bungalow at 26 Kingwood Road, Anne Arundel County, Maryland  
Completed July 28, 1950

Contract price	\$ 714.00
Paid on Account	210.00
Balance due,	<u>\$504.00</u>

Filed February 9, 1951

ORDER OF COURT.

ORDERED, this 9th day of February, 1951, by the Circuit Court for Anne Arundel County, in Equity, the claim of Jennings H. Mitchell, as exemplified, by the Mechanics' Lien filed herewith in the amount of Five Hundred and Four Dollars (\$504.00) with interest from October 27th, 1950 be allowed by the Auditor according to its legal priority and according to the rules of this Court, subject to the usual exceptions.

Benjamin Michaelson, Judge.  
Filed 9 February, 1951.

PETITION TO ALLOW MECHANIC'S LIEN AND EXHIBIT.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of Bernard P. Gross, claimant, by Frankie Wilson, his solicitor, respectfully represents:

1. That on February 14, 1951, your Petitioner filed a mechanic's lien as against the property mentioned in these proceedings for labor and materials furnished in the construction of a new home on the land described in these proceedings, as exemplified by the original mechanic's lien filed herewith as your Petitioner's Exhibit No. 1."
2. That there is due the full amount of said mechanic's lien, namely: Seventy-eight Dollars (\$78.00) and interest from the date of recording, namely: February 14, 1951, to your Petitioner.
3. That your petitioner is advised that the mortgage claim to be filed in this case will be about Four Thousand Dollars (\$4,000.00) and that the property, as reported, was sold for Fifty-five Hundred Dollars (\$5500.00).

WHEREFORE, your Petitioner prays that this Honorable Court pass an order authorizing your Petitioner's claim to be allowed by the Auditor of this Court, according to its legal priority.

AND as in duty bound, etc.

Frankie Wilson,  
Attorney for Claimant.  
1000 Hammonds Ferry Road, Linthicum Heights, Maryland.

State of Maryland, Anne Arundel County, To Wit:

I HEREBY CERTIFY, That on this 28th day of February, 1951, before me, the subscriber, a Notary Public

of the State of Maryland, in and for Anne Arundel County, personally appeared Frankie Wilson, solicitor for Bernard P. Gross, claimant in the foregoing petition to allow Mechanic's Lien claim and exhibit, and made oath in due form of law that the facts set forth in the foregoing petition are true to the best of her knowledge, information and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Clemence C. Burwell,

Notary Public.

My Commission expires May 7, 1951.

Filed 8 March, 1951

EXHIBIT

MECHANIC'S LIEN

MR. CLERK:

The plaintiff, Bernard P. Gross, claims the sum of Seventy-eight Dollars (\$78.00), with interest from August 18, 1950 to be due him against that building situate in Kingston Heights at Linthicum Heights in the Fifth Election District of Anne Arundel County, Maryland, being a frame one story dwelling, having a frontage on Kingswood Road of about 30 feet with a depth of about 30 feet, with no back building and against the ground covered by said building and so much of the ground immediately adjacent thereto and belonging to the same as may be necessary in the ordinary and essential purposes thereof--the whole of which said ground and building are described as follows:

Lot No. 10 on the plat of the subdivision of lots 1 to 6 of Kingston Heights, at Linthicum, 5th District of Anne Arundel County, Maryland, on which said ground and the buildings and improvements thereon the said Charles W. Robb and Eileen Robb, his wife, (owners) at the time of furnishing the work and materials hereinafter mentioned were the owners, or reputed owners under a deed from Walter B. Harrison and wife, dated September 8, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH. No. 539, folio 211. The said lien being for work done and materials furnished by the lienor for, or about, the erection and construction of the said building at the instance of Certified Contractors, Incorporated, builders for the said Charles W. Robb and Eileen Robb, his wife, at that particular time, and of the nature or kind, the amount and for the purposes set forth in the Bill of Particulars hereto annexed.

WHEREFORE, the said Bernard P. Gross requests the Clerk of the Circuit Court for Anne Arundel County to file and record this claim as a lien against the said lot of ground and building thereon as against the said Charles W. Robb and Eileen Robb, his wife, as the owners, or reputed owners thereof, according to the provisions of the Code of Public General Laws of the State of Maryland, Article 63, entitled: "Mechanic's Liens".

Bernard P. Gross, Contractor.

Frankie Wilson, Attorney for Plaintiff, Contractor.

Bernard P. Gross  
Linthicum Heights, Maryland

August 15, 1950

Certified Contractors, Inc.,  
Baltimore, Maryland.

26 hours bulldozer excavating and grading @ 6.00 hour	\$156.00
2 loads sand @ \$11.00	22.00
	\$178.00
Paid on account	100.00
	\$ 78.00

Recorded 14th Feby. 1951-at-11.00 A.M.

ORDER OF COURT:

of  
ORDERED this 8th day/March, 1951, by the Circuit Court for Anne Arundel County, in Equity, that the claim of Bernard P. Gross, as exemplified by the Mechanic's Lien filed herewith, in the amount of Seventy-eight Dollars (\$78.00), with interest from February 14, 1951, be allowed by the Auditor according to the rules of this Court, subject to the usual exceptions.

Benjamin Michaelson, Judge.

Filed 8 March, 1951.

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage claim of the Baltimore Federal Savings and Loan Association under the *cx*

Mortgage from said Charles W. Robb and Aileen Robb, his wife to Baltimore Federal Savings and Loan Association, dated February 6th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 556 folio 459.

Amount of Loan	\$6300.00	
Amount retained in Trust Account and undisbursed loan	<u>2380.00</u>	
		3920.00
Plus - unpaid interest to 1/26/1950	<u>305.47</u>	
		<u>\$4225.47</u>

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of March, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, and made oath in due form of Law that the foregoing is a just and true statement of the amount of mortgage claim under the Mortgage filed in said cause now remaining due and unpaid.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Clara M. Link- Notary Public.

Filed 16 March, 1951.

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause and from them she has stated the within account. May 16, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs Charles W. Robb and Aileen Robb, his wife, in ac. with Walter S. Calwell, Attorney, named in Mortgage Cr.

To Attorney for Commissions, viz:	197.03	
To Attorney for Fee, Viz:	<u>50.00</u>	247.03
<del>To Attorney for Court Costs, viz:</del>		
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	<u>18.00</u>	46.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	35.64	
Capital-Gazette Press- order nisi (sale)	8.00	
Capital-Gazette Press-order nisi (acct)	6.00	
New Amsterdam Casualty Co.-bond premium	28.00	
Sam W. Pattison & Co.-auctioneer's fee	20.00	
One-half Federal revenue stamp	3.03	
One-half State Stamps	3.02	
Clara M. Link- notary fees	<u>1.20</u>	104.89
To Attorney for Taxes, viz:		
1951 State and County taxes (adj.-26 days)	.47	
Anne Arundel County Sanitary Commission-water and sewer benefit charge (adj.- 26 days)	<u>1.04</u>	1.51
To Attorney for Liens, viz:		
Jennings H. Mitchell- in full for mechanic's lien claim filed, viz:		
Debt -	\$504.00	
Interest from 10/27/50 to 4/16/51	14.36	
Court costs	<u>2.00</u>	520.36

Bernard P. Gross- in full for mechanic's lien claim filed, viz:

Debt	\$ 78.00	
Interest from 2/14/51 to 4/16/51	.90	
Court Costs	2.25	81.21
		601.57

To Baltimore Federal Savings & Loan Ass'n, mortgages - in full for mortgage claim filed 3/16/51		4,225.47	4,225.47
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To Charles W. Robb and Aileen Robb, his wife, Mortgagors-this balance		340.28	340.28
			5,567.50

1951 Jan. 26. proceeds of Sale		5,500.00	
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Interest on deferred payment of \$5,000.00 to 4/16/51		67.50	5,567.50
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			5,567.50
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Filed 21 May, 1951.

ORDER NISI

ORDERED, This 21 day of May, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 25 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of June next.

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

John H. Hopkins, 3rd, Clerk.

Filed 21 May, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Maryland, June 13, 1951.

We hereby certify that the annexed Order Nisi-Auditor's Account, Equity, 10,124-Charles W. Robb, 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 June, 1951. The first insertion being made the 24th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 1737

By D. B. Macey

Filed 25 June, 1951

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 26th day of June, 1951, that the foregoing 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 26 June, 1951.

GEORGE N. CHARUHAS and  
NICK CHARUHAS,  
Plaintiffs

vs

W. ALBERT JOHNSON and  
HARRIET B. JOHNSON, his wife,  
Hearst Tower Building,  
Baltimore, Maryland,

MILTON S. FALL, JR.  
2001 Evarts Street, N.E.,  
Washington, D.C.

ARTHUR S. PIERCE  
3100 Pennsylvania Avenue, S.E.  
Washington, D.C.  
and

WILLIAM C. SPENCE  
5202 Fifth Street, N.W.  
Washington, D. C.

No. 10,115 EQUITY

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY.

BILL OF COMPLAINT.

TO THE HONORABLE THE JUDGES OF SAID COURT:

Your Orators complaining say:

1. That on or about October 20, 1950, 4 certificates of tax sale number 1101 to 1104 inclusive were issued by Joseph H. Griscom, Sr., Treasurer and Collector of taxes for Anne Arundel County to the County Commissioners of Anne Arundel County and thereafter on or about October 31, 1950, were assigned by said County Commissioners to the plaintiffs herein. Said certificates are attached hereto marked "Plaintiff's Exhibits Nos. 1 to 4 respectively" and are prayed to be taken as a part hereof.

2. The property mentioned in the said certificate No. 1101 filed herein as Plaintiffs' Exhibit No 1 is described as follows: "Lots 41 and 42 in Block 83 on Plat of Herald Harbor on the Severn, amended map, Section A ("recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod L, Plat No. 2.) The aforesaid 2 lots as well as all the other property hereinafter described herein, is situate in the Second Election District of Anne Arundel County, Maryland.

3. The said 2 lots of ground are the same lots which by deed dated December 28, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 58, Folio 30 were granted and conveyed by Herald Harbor, Inc. to the Defendants, W. Albert Johnson and Harriet B. Johnson, his wife, On November 14, 1933, the date of the Collector's sale, said 2 lots of ground were assessed to the said Defendants, W. Albert Johnson and Harriet B. Johnson, his wife, and the said lots have not been redeemed by them or by anyone else although more than one year from the date of sale has expired.

4. To redeem the said 2 lots it is necessary for the Defendants, W. Albert Johnson and Harriet B. Johnson, his wife, to pay the sum of \$49 with interest from November 14, 1933, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid on said lots and any reimbursement due the Plaintiffs under Sections 90 (j) and 90(k) of Article 81 of the Annotated Code of Maryland.

5. The property mentioned in the said certificate No. 1102 filed herein as Plaintiffs' Exhibit No. 2 is described as follows: "Lots 6, 7 and 8 in Block 123 on Plat of Herald Harbor on the Severn, amended map, Section C", (recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod 1, Plat No. 4.).

6. The said 3 lots of ground are the same lots which by deed dated June 22, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 102, Folio 445 were granted and conveyed by Oren R. Lewis to the Defendant, Milton S. Fall, Jr., On October 10, 1938, the date of the Collector's sale, said 3 lots of ground were assessed to the said Defendant, Milton S. Fall, Jr., and the said lots have not been redeemed by him or by anyone else, although more than one year from the date of sale has expired.

7. To redeem the said 3 lots it is necessary for the Defendant, Milton S. Fall, Jr., to pay the sum of \$18.28 with interest from October 10, 1938, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid on said lots and any reimbursement due the Plaintiffs under Sections 90(j) and 90(k) of Article 81 of the Annotated Code of Maryland.

8. The property mentioned in the said certificate No. 1103 filed herein as Plaintiff's Exhibit No. 3 is described as follows: "Lots 16-17 in Block 83 on Plat of Herald Harbor on the Severn, amended map, Section A", (recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod L, Plat No. 2.)

9. The said two lots of ground are the same lots which by deed dated January 19, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 4, Folio 357 were granted and conveyed by Herald Harbor, Inc., to the Defendant, Arthur S. Pierce. On October 13, 1942, the date of the Collector's sale, said 2 lots of ground were assessed to the said Defendant, Arthur S. Pierce and the said lots have not been redeemed by him or by anyone else although more than one year from the date of sale has expired.

10. To redeem the said 2 lots it is necessary for the Defendant, Arthur S. Pierce to pay the sum of \$29.67 with interest from October 13, 1942, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid on said lots and any reimbursement due the Plaintiffs under Sections 90(j) and 90(k) of Article 81 of the Annotated Code of Maryland.

11. The property mentioned in said certificate No. 1104 filed herein as Plaintiffs' Exhibit No. 4 is described as follows: "Lots 1 and 2 in Block 35 on Plat of Herald Harbor on the Severn, amended map, Section E", ( recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod L, Plat No.1.)

12. The said 2 lots of ground are the same lots which by deed dated September 9, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 4, Folio 426 were granted and conveyed by Herald Harbor, Inc., to the Defendant, William C. Spence. On October 14, 1941, the date of the Collector's sale, said 2 lots of ground were assessed to the said Defendant, William C. Spence, and the said lots have not been redeemed by him or by anyone else although more than one year from the date of sale has expired.

13. To redeem the said 2 lots of ground it is necessary for the Defendant, William C. Spence, to pay the sum of \$20.51 with interest from October 14, 1941, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid on said lots and any reimbursement due the Plaintiffs under Sections 90(j) and 90(k) of Article 81 of the Annotated Code of Maryland.

14. That a copy of this Bill of Complaint was mailed to the Defendants, Milton S. Fall, Jr., Arthur S. Pierce and William C. Spence at their last known address as set forth in the heading hereof.

TO THE END, THEREFORE:

A. That this Honorable Court may pass a final decree foreclosing all rights of redemption of the Defendants in and to the property described herein.

B. That the Plaintiffs may have such other and further relief as their cause in equity may require.

May it also Please Your Honor to grant unto the Plaintiffs an Order of Publication giving notice to the Defendants, Milton S. Fall, Jr., Arthur S. Pierce, William C. Spence, W. Albert Johnson and Harriet B. Johnson, his wife, and to any and all other persons claiming an interest in the property herein described, 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 be passed as prayed; and also a Writ of Subpoena directed to the said W. Albert Johnson and Harriet B. Johnson, his wife, whose last known address is Hearst Tower Building, Baltimore, Maryland, commanding them to be and appear either in person or by solicitor in this Court on or before a certain day to be named therein to show cause, if any they have, why a decree ought not to be passed as prayed.

AND AS IN DUTY BOUND, ETC.

George W. Baker, Jr.,

Rouse and Morton  
Attorneys for Plaintiffs.

Filed 5 Dec. 1950

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 Second Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the County Commissioners of Anne Arundel County and subsequently assigned by said Commissioners to the Plaintiffs herein:

(1) Lots 41 and 42 in Block 83 on Plat of Herald Harbor on the Severn, Amended Map Section A recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod L, Plat No. 2.

(2) Lots 6, 7 and 8 in Block 123 on Plat of Herald Harbor on the Severn, Amended Map Section C recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod L, Plat No. 4.

(c) Lots 16 and 17 in Block 83 on Plat of Herald Harbor on the Severn, Amended Map, Section A, recorded

among the Plat Records of Anne Arundel County in Cabinet 1, Rod L, Plat No.2.

(4) Lots 1 and 2 in Block 35 on Plat of Herald Harbor on the Severn, Amended Map Section E. recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod L, Plat No. 1.

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 5 day of December, 1950, by the Circuit Court for Anne Arundel County, in Equity ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks, warning all persons interested in the said property to be and appear in this Court by the 16 day of February, 1951. and redeem the property and answer the bill, or hereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiff a title free and clear of all encumbrances.

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

Filed 5 Dec. 1950.

PETITION TO RE-ISSUE SUMMONS:

MR. CLERK:

Please re-issue summons for the Defendants W. Albert Johnson and Harriet B. Johnson, his wife in the above-entitled case directed to them at their last known address, Hearst Tower Building, Baltimore, Maryland.

George W. Baker, Jr.,

Rouse and Morton,

Attorneys for Plaintiffs.

Filed 27 Feb. 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 16, 1951.

We hereby certify, that the annexed Order of Publication-Eq. 10,115-George H. Charuhas- 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 January, 1951. The first insertion being made the 14th day of December, 1950.

THE CAPITAL-GAZETTE PRESS, INC.,

By D. B. Macey.

No. MG 3688

Filed 18 Apr. 1951

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued has been duly published in the MARYLAND GAZETTE, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and summons for the Defendants, W. Albert Johnson and Harriet B. Johnson, having twice been returned "non est", and all of the said Defendants having failed to appear either in person or by solicitor and answer the Bill of Complaint filed against them;

It is thereupon this 18th day of April, 1951, 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.

Benjamin Michaelson,

Judge.

Filed 18 April, 1951

D E C R E E .

This cause standing ready for hearing and being submitted, the proceedings were read and considered and it, appearing that the same have been conducted in substantial compliance with the applicable provisions of Article 81 of the Code of Public General Laws of Maryland relating thereto;

It is thereupon this 23d day of May, 1951, 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, in

and to the lots of ground described in this proceeding as having been sold by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County for the non-payment of taxes on which 4 certificates of tax sale dated October 20,1950 and numbered 1101, to 1104 inclusive were issued by Joseph H. Griscom, Senior, Treasurer and Collector of Taxes for Anne Arundel County to the County Commissioners of Anne Arundel County and thereafter assigned on October 21,1950, to the plaintiffs herein be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title in fee simple to said lots of ground, free and clear of all alienations and descents occurring prior to this decree as well as all encumbrances thereon (except taxes, if any, accruing subsequent to the date of the tax sales of said lots and public easements 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 and interest and penalties,if any,thereon accruing subsequent to the date of sale, the Treasurer and Collector of Taxes for Anne Arundel County shall execute a deed conveying said lots of ground to the plaintiffs,in fee simple.

4. That the plaintiffs shall pay the costs of this proceeding.

Benjamin Michaelson, Judge.

Filed 23 May, 1951.

IN THE MATTER OF THE SALE : No. 10,156 EQUITY  
OF THE MORTGAGED REAL ESTATE : IN THE CIRCUIT COURT  
OF COMER A. BARKER and : FOR  
MARGARET E. BARKER, his wife. : ANNE ARUNDEL COUNTY.

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please record the assignment attached to the original mortgage, docket this suit, and file the original mortgage and statement of mortgage debt.

Albert J. Goodman, Assignee,  
12 Church Circle, Annapolis, Maryland.

Filed 29 Jan. 1951.

MORTGAGE

THIS MORTGAGE, Made this 30th day of August, in the year nineteen hundred and forty-three, between COMER A. BARKER and MARGARET E. BARKER, his wife, of Anne Arundel County in the State of Maryland, Mortgagors, and the GREEN HAVEN BUILDING AND LOAN ASSOCIATION, INC., of the second part, a body corporate, duly incorporated, Mortgagee:

WHEREAS, THE SAID Mortgagors, being members of said body corporate, have received an advance of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) on twenty-five (25) shares of its stock, the execution of this mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said mortgagors do grant assign and convey unto the said mortgagee, its successors and assigns, all those eight lots of ground situate and lying in the Third Election District of Anne Arundel County aforesaid and described as follows:

BEING Lots Nos. 1,2,3,4,28,29,30 and 31 in Section 12, as outlined on the Plat of Green Haven recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 346.

BEING the same property which was conveyed to the said Comer A. Barker and wife by Albert Leonard Listman and wife by deed of even date herewith and recorded among the Land Records of Anne Arundel County aforesaid immediately prior hereto.

TOGETHER with the improvements thereon, and all the privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the said lots of ground with the improvements and appurtenances aforesaid unto

the GREEN HAVEN BUILDING AND LOAN ASSOCIATION, INC., a body corporate, its successors and assigns, in fee simple.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants as herein provided, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said mortgagee, its successors and assigns, to pay and perform as follows: that is, to pay weekly to the said mortgagee, its successors or assigns, the sum of SIX DOLLARS AND TWENTY-FIVE CENTS (\$6.25) as dues until the said sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) shall be repaid; and also to pay weekly, at the time and place specified by the Mortgagee, the sum of THREE DOLLARS (\$3.00) as interest until the sum of ONE HUNDRED DOLLARS (\$100.00) shall be repaid in weekly dues, when, the said weekly payment of interest shall be reduced twelve cents; and so on, and as often as ONE HUNDRED DOLLARS, (\$100.00) shall be so repaid in dues, the weekly payments of interest shall be so reduced twelve cents; to pay all fines and penalties that may be imposed upon them by said mortgagee in accordance with its charter, constitution or by-laws, which by-laws are hereby made a part hereof; to pay all taxes and water rent, and other public dues and charges for which the property hereby mortgaged is now or may become liable when payable, and for the purpose of paying the same the said mortgagors hereby covenant to pay weekly to the said mortgagee, its successors and assigns, the sum of ONE DOLLAR (\$1.00) which the said mortgagee shall from time to time apply to the payment of said expenses, and in the event that said sum should in any year during the continuance of this mortgage be insufficient to pay said expenses, then the said mortgagors will on demand pay the difference, but should said sum be more than sufficient, the excess shall be credited to the mortgagors.

AND the said mortgagors covenant to keep the improvements upon said property fully insured against loss by fire, in some insurance company approved by the mortgagee, and to deliver all policies to the mortgagee so framed as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien hereunder, all of which payments and covenants shall continue in force until the sum of TWO THOUSAND FIVE HUNDRED (\$2,500.00) shall be repaid.

AND IT IS AGREED THAT UNTIL DEFAULT BE MADE IN THE PREMISES, THE SAID MORTGAGORS, THEIR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, shall possess the aforesaid property, but upon any such default, the entire indebtedness shall become due and payable.

AND it shall be lawful for the said mortgagee, its successors or assigns, or for ALBERT J. GOODMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of ONE HUNDRED DOLLARS (\$100.00) and a commission to the party making sale of said property by virtue of a decree of a Court of Equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the mortgagee, its successors and assigns, under this mortgage, whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant that immediately upon the first insertion of the notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all

expenses incident to said advertisement or notice, all court costs and expense 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 commission the said mortgagors, for themselves, their heirs, personal representatives or assigns, hereby covenant to pay; and the said mortgagee, its successors or assigns, or its attorneys or agents, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs and commission, but said sale may be proceeded with, unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

IT IS FURTHER AGREED, that in case the mortgagors cease to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagee, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

AS WITNESS the hands and seals of said mortgagors.

Test:

Grace E. Roth

Comer A. Barker,

(SEAL)

Margaret E. Barker.

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 30th day of August in the year nineteen hundred and forty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared COMER A. BARKER and MARGARET E. BARKER, his wife, the Mortgagors named in the foregoing Mortgage and acknowledged the foregoing Mortgage to be their act. At the same time also appeared STEVEN J. EVERD, the President 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.

(Notarial Seal)

Grace E. Roth, Notary Public.

Recorded Sept. 1, 1943 in Liber J.H.H. No. 288, folio 321 Land Records.

SHORT ASSIGNMENT

THE GREEN HAVEN BUILDING AND LOAN ASSOCIATION, INCORPORATED, HEREBY ASSIGNS THE WITHIN MORTGAGE UNTO ALBERT J. GOODMAN for the purpose of foreclosure only.

AS WITNESS the name of said assignor by its president, its corporate seal affixed hereto, duly attested, this 26th day of January, 1951.

ATTEST:

(Corporate Seal)

William R. L. Ruths, Secretary

GREEN HAVEN BUILDING AND LOAN ASSOCIATION, INCORPORATED.

By Steven J. Everd, President.

Recorded 29 Jan'y, 1951 at 11-15 A.M., in Liber J.H.H. No. 288, folio 323,

Filed 29 January, 1951.

STATEMENT OF MORTGAGE DEBT.

The statement of the mortgage claim of the Green Haven Building and Loan Association, Inc., under the mortgage from Comer A. Barker and Margaret E. Barker, his wife, dated August 30, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 321, and assigned to Albert J. Goodman for the purpose of foreclosure.

Principal balance as of October 30, 1950	1,046.11
18 weeks' interest from October 30, 1950 to February 26, 1951, @ 1.32 per week	23.76
18 weeks' penalties or fines @ .60 per week	<u>12.80</u>
	1,082.67

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 28th day of January, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared STEVEN J. EVERD, President of the Green Haven Building and Loan Association, Inc., and made oath in due form of law that the above

statement of mortgage debt is true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial seal.

(Notarial Seal)

Grace R. Hartge Notary Public.

Filed 29 January, 1951.

ASSIGNEE'S BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Albert J. Goodman, as Principal, and Glens Falls Indemnity Company, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally by these presents, sealed with our seals, and dated this 29th day of January nineteen hundred and fifty-one.

WHEREAS, by virtue of a power of sale contained in a mortgage from Comer A. Barker and Margaret E. Barker, his wife to Green Haven Building and Loan Association, Inc., bearing date on or about the 30th day of August, nineteen hundred and forty-three, the said Green Haven Building and Loan Association, Inc. 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 Green Haven Building and Loan Association, Inc., by duly recorded assignment assigned said mortgage unto the said Principal, for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage.

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

Grace R. Hartge

as to

Albert J. Goodman

(Seal)

M. E. Haney

(Corporate Seal)

GLEN FALLS INDEMNITY COMPANY

L. E. King,

Attorney

Approved this 31 Jan. 1951, John H. Hopkins, 3rd, Clerk.

Filed 31 Jan. 1951

AMENDED STATEMENT OF MORTGAGE DEBT.

The amended statement of the mortgage claim of the Green Haven Building and Loan Association, Inc., under the mortgage from Comer A. Barker and Margaret E. Barker, his wife, dated August 30, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 321, and assigned to Albert J. Goodman for the purpose of foreclosure.

Principal balance as of October 30, 1950	1,046.11
18 weeks' interest from October 30, 1950 to February 26, 1951, @ 1.32 per week	23.76
18 weeks' penalties or fines @ .60 per week	10.80
1950 taxes advanced by Association	<u>26.77</u>
	1,107.44

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of February, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared STEVEN J. EVERD, President of the Green Haven Building and Loan Association, Inc., and made oath in due form of law that the above amended statement of mortgage is true to the best of his knowledge and belief.

As witness my hand and Notarial seal,

(Notarial Seal)

Grace R. Hartge, Notary Public

Filed 27 February, 1951

ADVERTISEMENT OF ASSIGNEE'S SALE

George W.Scible

Auctioneer

ALBERT J.,GOODMAN, SOLICITOR  
12 Church Circle, Annapolis, Md.

Assignee's sale of valuable real estate

Located in Green Haven Third Election District, Anne Arundel County, Maryland.

Under and by virtue of the power of sale contained in a mortgage, from Comer A. Barker and Margaret E. Barker, his wife, dated August 30, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 321, and assigned to the undersigned for the purpose of foreclosure, default having occurred thereunder, said assignee will offer for sale at public auction at the courthouse door in the City of Annapolis, Maryland, on TUESDAY, FEBRUARY 27, 1951 at 11 o'clock, A.M. All those eight lots of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows:

Being Lots Nos. 1, 2, 3, 4, 28, 29, 30 and 31, in Section 12, as outlined on the plat of Green Haven, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 346.

Being the same property which was conveyed to the said Comer A. Barker and wife by deed dated August 30, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 320.

This property is improved by a one story, frame bungalow, with hot air heat and running water.

Terms of sale: A deposit of 10 per cent of the purchase money will be required of the purchaser on the day of sale, balance to be paid on ratification of sale, with interest from day of sale to date of settlement, or all cash at the option of the purchaser, taxes insurance and other expenses to be adjusted to day of sale.

ALBERT J. GOODMAN, Assignee  
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, Assignee, the property described in the advertisement attached hereto for the sum of One Thousand DOLLARS (\$1,000.00) and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS ~~MY~~ (our) hand(s) and Seal(s) this 27th day of February, 1951.

WITNESS:	Steven J. Everd	(SEAL)
Grace R. Hartge	Margaret Everd	(SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, Assignee, the property described in the advertisement attached to Steven J. Everd and Margaret Everd, his wife, at and for the sum of One Thousand DOLLARS (\$1,000.00) (they) being at that price the highest bidder(s) therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS MY HAND AND SEAL THIS 27th DAY OF February, 1951

WITNESS:	Grace R. Hartge	George W. Scible	(SEAL)
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Filed 27 February, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 3, 1951

We hereby certify, that the annexed Notice of Assignee's Sale -COMER A. BARKER was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of March, 1951. The first insertion being made the 1st day of February, 1951.

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

Filed 5 March, 1951

ASSIGNEE'S REPORT OF SALE.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, assignee of the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

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That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of advertisement in the Maryland Gazette," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the courthouse door in the City of Annapolis, Maryland, on Tuesday, February 27, 1951, 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 said mortgage, to wit:

All those eight lots of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows:

BEING lots Nos. 1,2,3,4,28,29,30 and 31, in Section 12, as outlined on the plat of Green Haven, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1, folio 346.

Being the same property which was conveyed to the said Comer A. Barker and wife by Albert Listman and wife, by deed dated August 30, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 288, folio 320.

Said property being sold to Steven J. Everd and Margaret Everd, his wife, at and for the sum of One Thousand Dollars (\$1,000.00), they being at that price then and there the highest bidders therefor. The said purchasers have agreed to comply with the terms of sale.

The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman, Assignee,  
12 Church Circle, Annapolis, Maryland.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 27th day of February, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

(Notarial Seal)

Grace R. Hartge, Notary Public.

Filed 27 February, 1951

ORDER NISI

Ordered this 27 day of February, 1951, That the sale of the Real Estate in these proceedings mentioned, made and reported by Albert J. Goodman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 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 9 day of April next. The report states the amount of sales to be \$1000.00.

John H. Hopkins, 3rd, Clerk

Filed 27 February 1951

CERTIFICATE OF PUBLICATION

ANNAPOLIS, MD. April 11, 1951.

We hereby certify, that the annexed Order Nisi, Mortgage Sale-Eq. 10,156-Comer A. Barker 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 April, 1951. The first insertion being made the 8th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 137.

By. D.B. Macey

Filed 10 April, 1951

FINAL ORDER

ORDERED BY THE COURT, This 11th day of April, 1951, 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,

Filed 11 April, 1951

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account, April 17, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Sale of the  
Dr. In the Matter of the Mortgaged Real Estate of Comer A. Barker and Margaret E. Barker, his wife in ac. with Albert J. Goodman, Assignee, Cr.

To Assignee for Fee, viz:	100.00	
To Assignee, for Commissions, viz:	<u>58.00</u>	<u>58.00</u>
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	19.75	
Auditor - stating this account	<u>9.00</u>	<u>38.75</u>
To Assignee for Expenses, viz:		
Capital-Gazette Press-advertising sale	33.72	
Capital-Gazette Press- handbills & tax	9.69	
Capital Gazette Press - order nisi (sale)	8.00	
Capital-Gazette Press -order nisi (acct.)	6.00	
Clerk of Court - recording assignment	.75	
Glens Falls Indemnity Co.-bond premium	10.00	
George W. Scible-auctioneer's fee	15.00	
One-half Federal revenue stamps	.55	
One-half State revenue stamps	.55	
Grace R. Hartge - notary fees	<u>1.00</u>	<u>85.26</u>
To Assignee for Taxes, viz;		
1951 State and County taxes (\$25.94-adj.)	<u>4.11</u>	<u>4.11</u>
To Green Haven Building & Loan Ass'n. Inc., mortgagee-this balance on account mortgage claim	<u>719.88</u>	<u>719.88</u>
		<u>1,006.00</u>
Amount of mortgage claim filed	1,107.44	
Cr. Amount allowed as above	<u>719.88</u>	
Balance subject to decree in personam	387.56	
1951 Feb. 27 Proceeds of Sale	1,000.00	
Interest on deferred payment (\$800.00)	<u>6.00</u>	<u>1,006.00</u>
		<u>1,006.00</u>

Filed 17 April, 1951

ORDER NISI

ORDERED, This 17 day of April, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne

Arundel County, once in each of three successive weeks before the 28 day of May next.

John H. Hopkins, 3rd, Clerk.

Filed 17 April, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 29, 1951

We hereby certify that the annexed Order Nisi, Auditor's Account Equity 10,156-COMER A. BAKER was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of May, 1951. The first insertion being made the 26th day of April, 1951.

THE CAPITAL GAZETTE PRESS, INC.,

No. MG. 9481

By D. B. Macey

Filed 27 May, 1951

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 29th day of May, 1951, that the foregoing 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 29 May, 1951

PETITION FOR WRIT OF HABERE FACIAS POSSESSIONEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Steven J. Everd and Margaret Everd, his wife, respectfully represents unto your Honors:

FIRST: That on the 27th day of February, 1951, your petitioners became the purchasers of the property mentioned in these proceedings, which was sold by Albert J. Goodman, Assignee.

SECOND: That said sale was duly reported to and finally ratified and confirmed by this court on April 11, 1951, your petitioners paid the balance of the purchase price to the aforesaid assignee and

THIRD: That on April 13, 1951, your petitioners paid the balance of the purchase price to the aforesaid assignee and received therefor a deed to said property, which has been duly recorded among the Land Records of Anne Arundel County.

FOURTH: That Comer A. Barker and Margaret E. Barker, his wife, mortgagors, continue to remain upon the said property and are still in possession thereof, and refuse to give up the same, although possession has been demanded of them by your petitioners.

WHEREFORE, your petitioners pray that an order may be passed by this Honorable Court requiring the said Comer A. Barker and Margaret E. Barker, his wife, to give up and deliver to your petitioners full possession of the mortgaged premises mentioned in these proceedings and sold to your petitioners.

AND AS IN DUTY BOUND, ETC.

Steven J. Everd,

Margaret Everd

Petitioners

Albert J. Goodman  
12 Church Circle, Annapolis, Maryland,  
Solicitor for Petitioners

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 24 day of April, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared STEVEN J. EVERD and MARGARET EVERD, his wife, and made oath in due form of law that the matters and facts set forth in the foregoing petition are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Grace R. Hartge,  
Notary Public.

ORDER OF COURT

ORDERED this 24th day of April, 1951, by the Circuit Court for Anne Arundel County in Equity upon the foregoing petition and affidavit, that Comer A. Barker and Margaret E. Barker, his wife, on being served with a copy of this order, forthwith delivered up to the said Steven J. Everd and Margaret Everd his wife, the mortgaged premises mentioned and described in the proceedings in this cause and sold by Albert J. Goodman, Assignee, to the said Steven J. Everd and Margaret Everd, his wife, unless cause to the contrary be shown within twenty days from the date of this order, provided that service of a copy of this petition and order be served on the said Comer A. Barker and Margaret E. Barker, his wife, on or before the 5th day of May, 1951.

Filed 24 April, 1951

Benjamin Michaelson, Judge.

PETITION TO MAKE SHOW CAUSE ORDER AND WRIT OF HABERE FACIAS POSSESSIONEM FINAL.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of Steven J. Everd and Margaret Everd, his wife, respectfully represents unto your Honors:

FIRST: That on the 24th day of April, 1951, this Honorable Court passed an order upon the petition of your petitioners in the above-entitled cause that Comer A. Barker and Margaret E. Barker, his wife, the occupants of the premises involved in the above proceedings, forthwith deliver up to the said Steven J. Everd and Margaret Everd, his wife, the said premises, unless good cause to the contrary be shown by them within twenty days from the date of the aforesaid order, provided a copy be served on them on or before May 5, 1951.

SECOND: That a copy of the petition and order was served upon the said Comer A. Barker and Margaret E. Barker, his wife, within the time stipulated within said order; and no good cause, or any cause whatsoever, to the contrary has been shown by them.

THIRD: That the said Comer A. Barker and Margaret E. Barker, his wife, are still in possession of the premises and have not delivered them up to your petitioners.

WHEREFORE, your petitioners pray that an order may be passed making the aforementioned show cause absolute, and that a writ in the nature of habere facias possessionem be issued.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman,  
12 Church Circle, Annapolis, Maryland,  
Solicitor for Petitioners.

Filed 21 May, 1951.

ORDER OF COURT.

It appearing to the Court that a certified copy of the petition and order mentioned in the foregoing petition was served on the said Comer A. Barker and Margaret E. Barker, his wife, and no good cause to the contrary having been shown, although the time in said order allowed for showing cause has elapsed, it is ordered by the Circuit Court for Anne Arundel County in Equity this 21st day of May, 1951, that the order of April 24, 1951, be made absolute, and that a writ in the nature of habere facias possessionem issue in accordance with the prayer of the petitioners.

Filed 21 May, 1951

Benjamin Michaelson, Judge.

MOTION FOR DECREE IN PERSONAM

To The Honorable, The Judges of Said Court;

The motion of the Green Haven Building and Loan Association, Incorporated, mortgagee in the above cause, respectfully shows:

FIRST: That there still remains due and unsatisfied to your petitioner upon its mortgage claim in the above-entitled cause the sum of \$387.56, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 29th day of May, 1951, as will appear by reference had to the said account, which is prayed to be taken as part hereof.

SECOND: That under the provisions of Section 241 of Article 16 of the Annotated Code of Maryland, your

PETITIONER is entitled to a decree in personam for the said Comer A. Barker and Margaret E. Barker, his wife, being entitled to maintain an action at law against said mortgagors upon the covenants contained in the mortgage filed in this case, for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of \$387.56 against the said Comer A. Barker and Margaret E. Barker, his wife, upon due notice being given by summons or otherwise, as the Court may direct, to the said Comer A. Barker and Margaret E. Barker, his wife.

AND AS IN DUTY BOUND, ETC.,

Albert J. Goodman,  
12 Church Circle, Annapolis, Maryland,  
Attorney for Mortgagee

ORDER OF COURT

The foregoing petition having been read and considered, it is thereupon this 31st day of May, 1951 by the Circuit Court for Anne Arundel County in Equity ordered that the Clerk of this Court be, and he is hereby, directed to issue the writ of subpoena directed to the said Comer A. Barker and Margaret E. Barker, his wife, commanding them to be and appear in this Court on the first Monday of July, 1951, to answer the foregoing motion and show cause, if any there be, within 15 days from the return of said writ why a decree should not be entered as prayed.

Benjamin Michaelson, Judge.

Filed 31 May, 1951

ORDER TO REISSUE

Mr. Clerk:

Please reissue for Comer A. Barker and Margaret E. Barker, his wife, in the above-entitled case. Their address is now Odenton, Maryland.

Albert J. Goodman,  
12 Church Circle, Annapolis, Maryland.  
Attorney for Mortgagee

Filed 11 July, 1951

INSTRUCTIONS TO SHERIFF

Sheriff Alton:

The said Comer A. Barker and Margaret E. Barker, his wife, reside in Green Haven, Pasadena, Maryland. For accurate instructions, please contact Steven J. Everd, realtor, Mountain Road, Green Haven, Pasadena Maryland.

Albert J. Goodman,  
Solicitor for Petitioners.

FINAL ORDER FOR DECREE IN PERSONAM

Comer A. Barker and Margaret E. Barker, his wife, the mortgagors in the above-entitled cause, having been duly summoned to appear in accordance with the order of this Court passed on the 31st day of May, 1951, as appears from the return of the sheriff to the writ of subpoena, and no sufficient cause having been shown under the terms of said order, it is this 22d day of August, 1951, by the Circuit Court for Anne Arundel County in Equity adjudged and ordered that the decree of this Court be, and it is hereby, entered in favor of the Greer Haven Building and Loan Association, Incorporated, the mortgagee herein, for the sum of \$387.56, with interest until paid, from the date of the final ratification of the auditor's account herein and all costs of suit accruing since the ratification of said account.

Benjamin Michaelson,

Judge.

Filed 22 August, 1951.

ROBERT M. REINDOLLAR, Chairman  
JOSEPH M. GEORGE and RUSSELL H.  
McCAIN, constituting the STATE  
ROADS COMMISSION OF MARYLAND,  
acting for and on behalf of the  
STATE OF MARYLAND,  
Complainant.

No. 9647 EQUITY  
IN THE  
CIRCUIT COURT  
FOR

vs

BERNARD R. KUTCHER and  
MILDRED L. KUTCHER, his wife,  
Respondent  
209 Crain Highway, S.E.,  
Glen Burnie, A.A.Co.,Md.

ANNE ARUNDEL COUNTY.

.....

BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Complainant, complaining, says:

1. That more than twenty-five years prior to the date of the filing of this Bill of Complaint, the State of Maryland acquired for public road purposes the roadway now known as the Crain Highway which runs through the Town of Glen Burnie, and is further identified as U.S. Highway 301.
2. That the said road is included in the State System of Roads and Highways, and as such is under the supervision and control of the said State Roads Commission, whose duty it is to maintain said road and keep the same in good condition and safe for public travel thereon.
3. That for more than twenty-five years prior to the date of the filing of this bill, the water from the State Highway where it intersects Fourth Street South, in the Town of Glen Burnie, has run in a natural drainage course from the surface of the said Highway and Fourth Street into a culvert, running generally East and West, flowing from West to East and through a ditch across the land situated in the southeasterly corner of the aforesaid intersection. That this drainage structure has existed for many years and did exist long before the purchase of the land of the Respondents, Bernard R. Kutcher and Mildred L. Kutcher, his wife.
4. That the natural slope of the land is and has been from the westerly side of the said State Highway to the easterly side of the Highway and across and through the land of the Respondents herein, from whence it passed on in an easterly direction until it sought a stream some several hundred feet to the East of the Highway.
5. That unless this water course is allowed to remain open and the water allowed to flow onto, across and through the land of the Respondents, a dangerous and hazardous condition is caused to exist on the Highway at such times as there is even a light rain fall. That during the summer season the water itself causes a hazard, and during the winter season the water at times has been known to freeze thereby causing an extremely dangerous ice condition of the main North-South Highways; that the ponding of the water in addition to causing a hazard condition to the traveling public is also injurious to the construction and the bed of the road at the aforesaid intersection, and will eventually cause a disintegration of the highway at that point.
6. That contrary to the requests of your complainant, that the Respondents allow the water to continue in its natural drainage course, the Respondents have wrongfully dammed up the natural drainage and caused the water to back up over the highway during the rainy season, thereby causing a hazardous condition to the traveling public, and a potential danger to the construction of the public highway itself.
7. That your complainant, through its agents and employees, has demanded of the Respondents that they restore the drain to its former condition, thereby allowing the water to continue in its natural course, but that the Respondents have refused to do so.

To the end, therefore:

- (1) That the Respondents, their agents and employees may be forthwith enjoined and strictly prohibited

*el*

from obstructing and continuing to obstruct the flow of storm water from the intersection of the Crain Highway (U.S. Highway 301), and Fourth Street South, in the Town of Glen Burnie, on to and over the property of the Respondents, in its natural draining course.

(2) That the Respondents may be required to forthwith remove the dam, board, stone or other structure from the ditch, pipe or drain running from the aforesaid intersection on to the property of the Respondents.

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

MAY IT PLEASE YOUR HONORS to grant unto your Complainant a writ of subpoena to the said Bernard R. Kutcher and Mildred L. Kutcher, his wife, Glen Burnie, Maryland, commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND, as in duty bound, etc.

Hall Hammond,  
Attorney General

Robert E. Clapp,  
Special Asst. Attorney General

Emerson Corey, Jr., Special Attorney

William J. McWilliams,  
Special Attorney 15 West St.  
Annapolis, Md.

Filed February 26, 1949

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Respondents, answering the above entitled Complaint say:

1. That they neither admit nor deny the allegations in the first paragraph of said Bill of Complaint.
2. That they neither admit nor deny the allegations in the second paragraph of said Bill of Complaint.
3. They they admit that certain water drainage runs from the surface of Crain Highway and Fourth Street into a culvert and therefrom into a ditch across the land of the Respondents, which drainage structure existed at the time of the purchase of the land by the Respondents, but the Respondents deny that the present condition has existed for twenty five years, or that the course of said drainage in its present volume is the natural drainage course of said water.
4. That they deny the allegations in the fourth paragraph of said Bill of Complaint.
5. That they neither admit the allegations in the fifth paragraph of said Bill of Complaint.
6. That they admit having dammed up the aforesaid drainage, but deny that such action by your Respondents was wrongful, and further deny that the course of said water in such volume that it exists is its natural course, and further deny that they were responsible for any hazardous condition to the traveling public, or of a potential danger to the construction of the public highway itself.
7. That they admit the allegations in the seventh paragraph of said Bill of Complaint.
8. That the Respondents deny they committed any wrongful act as alleged, and that the damming up of said drain was done for the protection of the property of your Respondents and the neighbors of them, who are also seriously and unjustly suffering severe damage because of the draining of water, other than in its natural course and volume on the property of your Respondents, which drainage then overflows and seeps into the property of said neighbors of your Respondents, and before damming up said drain, your Respondents consulted representatives of the Complainant, and Anne Arundel County Officials in endeavoring to arrive at a solution to said drainage problem, and the representatives of the Complainants, while inferring the willingness to remedy the damage and injury to your Respondents and their neighbors, having been negotiating with your Respondents since 1941, and with your Respondents predecessors in title to said property prior to 1941, but the Complainants have refused to take any definite steps toward a remedy, and have just recently, flatly and emphatically refused to do anything toward remedying said

condition, the Complainants were offered the assistance of the officials in Anne Arundel County, where-  
by said County Officials agreed to meet a certain portion of the expense of Remedying said condition,  
the Complainants absolutely refused to enter into any such agreement, and further contend that this  
matter is the sole problem of the Respondent.

THE DEFENDANTS, having fully answered said Bill of Complaint, They pray to be dismissed with their costs.

Bernard Robert Kutcher, Respondent.

George Sachse,

Mildred L. Kutcher, Respondent

Solicitor for Respondents

I hereby certify that a copy of the above Answer was mailed to W.J. McWilliams, Esq., Annapolis Md.,  
attorney for Petitioner, on this 16th day of June, 1949.

George Sachse,  
Solicitor for Respondents.

Filed June 18", 1949

CONSENT DECREE

THE parties to this cause having met and agreed it is thereupon this 30th day of June, 1951, by the  
Circuit Court for Anne Arundel County, Ordered, Adjudged and Decreed:

THAT the Respondents, Bernard R. Kutcher and Mildred L. Kutcher, his wife, , their heirs and assigns  
their agents, servants and employees, be and they are hereby perpetually enjoined and strictly pro-  
hibited from obstructing and continuing to obstruct the free flow of surface water from the intersec-  
tion of the Crain Highway (U.S. Route 301), and Fourth Street, South, in the Town of Glen Burnie, on to  
and over the property of the Respondents, in its natural drainage course.

THAT the Complainant, upon application therefor, grant unto the Respondents or their successors in  
title a permit authorizing the installation of a drain pipe across the said property of the Respondents  
in lieu of the open ditch as it now exists. Said installation shall be accomplished solely at the ex-  
pense of the Respondents or their successors in title .

THAT the said permit may at the option of the Complainant specify the size and material of said pipe  
acceptable to the Complainant, that the installation thereof shall be performed in a workmanlike man-  
ner acceptable to the Complainant, that traffic be interferred with as little as possible, that such  
adequate warning signs, lights and barricades will be provided and maintained as the Complainant may  
direct, that any damage to the State highway or its appurtenances resulting from said installation  
shall be repaired by the Respondent in a manner acceptable to the Complainant, that any obstruction  
within said drain pipe or at the inlet or outlet ends thereof on the property of the Respondents or  
their successors in title shall be forthwith removed so as to restore free flow, the removal of such  
obstruction shall be solely at the expense of the Respondents.

THAT upon the breach of any of the provisions of said permit the same shall be null and void and  
the said drain pipe shall be removed and the drainage ditch replaced in its present form all at the  
expense of the Respondents or their successors in title.

IT IS FURTHER Ordered that this decree shall, by the Clerk of the Circuit Court for Anne Arundel  
County, be recorded among the Land Records for Anne Arundel County.

Consented to

So Ordered

George Sachse  
Solicitor for Respondent

Benjamin Michaelson  
Judge of the Circuit Court for Anne Arundel County

William J. McWilliams  
Solicitor for the Complainant

Recorded-2nd July, 1951, at 9 A.M.

Filed 30 June, 1951

af

WALTER S. CALWELL,	:	NO. 10,159 (IN EQUITY)
Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
FRANCIS E. CHILCOAT AND	:	ANNE ARUNDEL COUNTY.
MARY VIRGINIA CHILCOAT, his wife.	:	

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 Francis E. Chilcoat and Mary Virginia Chilcoat, his wife, to The County Trust Company, dated August 31st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 170.

T. Worthington Brundage, III,  
Attorney for Plaintiff.

Walter S. Calwell,  
Attorney Named in Mortgage

Filed 3 Feb. 1951

PLAINTIFF'S EXHIBIT "A"

ORIGINAL MORTGAGE

THIS MORTGAGE, MADE this 31st, day of August, A.D., 1948, by and between FRANCIS E. CHILCOAT and MARY VIRGINIA CHILCOAT, his wife, of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY a corporation organized and existing under the laws of the State of NEW YORK, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money, being part of the purchase money for the property hereinafter described, in the principal sum of SEVENTY-SIX HUNDRED Dollars (\$7600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y. OR AT SUCH OTHER PLACE AS THE holder hereof may designate in writing, in monthly installments of FORTY-EIGHT and 11/100 Dollars (\$48.11), commencing on the first day of October, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the Final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator.

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

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

BEING known and designated as Lot No. 420 as laid out on Plat of property of THE BALLMAN

Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7. The improvements where on are known as 5220 (formerly 420) Brookwood Road.

BEING the same lot of ground which by a Deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Elcey Homes, Incorporated unto said Mortgagors herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, kitchen cabinets, plumbing accessories, ranges, light fixtures, laundry tray, screens, hot 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, forever in fee simple.

PROVIDED, That the 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 shown above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it at any other time.

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

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

(a) If this mortgage and the mortgage debt hereby secured are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title 11 of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

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

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the mortgage debt hereby secured shall be added together and the aggregate amount thereof

shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (1) premium charges under the contract of insurance with the Federal Housing Administrator;
- (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums.
- (III) interest on the mortgage debt secured hereby; and
- (IV) amortization of the principal of said debt.

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

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 1 preceding shall not be sufficient to pay ground rents, taxes, assessments or insurance premiums, 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 Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, at 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 imposition, and ground rents, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate of four and one-half per centum ( $4\frac{1}{2}\%$ ) per annum and shall be secured by this mortgage.

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies 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<sup>or repair</sup> 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 <sup>the right</sup> to possession of the said property.

7. That the Mortgagee shall have the right to declare a default under this mortgage if the Mortgagor shall sell, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

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

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

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

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 procentage 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:	Francis E. Chilcoat	(SEAL)
Shirley Sutton	Mary Virginia Chilcoat	(SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to-wit:

I HEREBY CERTIFY, That on this 31st day of August, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Francis E. Chilcoat and Mary Virginia Chilcoat, 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.

Shirley Sutton,

(Notarial Seal)

Notary Public

Recorded Sept. 7th, 1948, at 9:10 A.M. "O.P." J.H.H. No. 487, Folio 170,

STATEMENT OF MORTGAGE DEBT.

Statement of the Mortgage Claim of The County Trust Company under the Mortgage from the said Francis E. Chilcoat and Mary Virginia Chilcoat, his wife to The County Trust Company, dated August 31st 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 170.

Amount of Loan	\$7600.00
Less - amount paid in principal	<u>406.51</u>
	7193.49
Plus-unpaid interest from 5/1/1950 to 3/6/1951	<u>274.24</u>
	7467.73
Less- balance in expense account	<u>26.39</u>
	\$7441.34

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

I HEREBY CERTIFY That on this 5th day of March, 1951, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore, aforesaid, 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 6 March, 1951.

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell-7 St. Paul Street, Baltimore, Maryland, 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 SEVEN THOUSAND EIGHT HUNDRED AND 00/100 (\$7,800.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th day of March, in the year nineteen hundred and fifty-one.

WHEREAS, the above bounden Walter S. Calwell, Attorney Named in Mortgage, by virtue of the power contained in a Mortgage from Francis E. Chilcoat and Mary Virginia Chilcoat, his wife, to The County Trust Company, bearing date the 31st day of August nineteen hundred and forty-eight, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 487, Folio 170, and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

Signed, Sealed and Delivered

Walter S. Calwell

(SEAL)

in the presence of

NEW AMSTERDAM CASUALTY COMPANY

Clara M. Link

by G. Lee Burgess Vice President.

Attest:

(Corporate Seal)

V. N. Mercier, Assistant Secretary.

R. H. Nichols

Approved this 6 day of March, 1951,

John H. Hopkins, 3rd, Clerk.  
Filed 6 March, 1951

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of March, 1951, 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 Francis E. Chilcoat and Mary Virginia Chilcoat, 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 resources of information was the family of the Defendant.

Walter S. Calwell, Affiant.

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

Filed 10 March, 1951

MORTGAG SALE OF VALUABLE FEE SIMPLE PROPERTY

NO. 5220 (formerly 420) Brookwood Road, Brookwood, Fifth Election District of Anne Arundel County, Maryland,

Under and by virtue of the power and authority contained in a Mortgage from Francis E. Chilcoat and Mary

Virginia Chilcoat, his wife to The County Trust Company, dated August 31st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 170 (default having occurred thereunder) the undersigned Attorney Named in Mortgage will sell at Public Auction at the Court House Door in Annapolis, Maryland, on TUESDAY, MARCH 6th, 1951 at 3:05 P.M. all that lot of ground situate and lying near Brooklyn, Anne Arundel County, Maryland, and described as follows:

Being known and designated as Lot No. 420 as laid out on Plat of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7; the improvements whereon are known as No. 5220 (formerly 420) Brookwood Road.

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

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.

SAM W. PATTISON & CO. Auctioneer.

WALTER S. CALWELL,  
Attorney named in Mortgage.

REPORT OF SALE.

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney named in Mortgage, dated August 31st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 170 from said Francis E. Chilcoat and Mary Virginia Chilcoat, 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 Baltimore 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 6th day of March, 1951, at 3.05 P.M., at the Court House Door attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County.

Being known and designated as Lot No. 420 as laid out on Plat of property of The Ballman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5220 (formerly 420) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The said fee simple property was sold to The County Trust Company, at and for the sum of Seven Thousand (\$7,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell, Attorney Named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of March, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial Seal.  
(Notarial Seal)

Clara M. Link, Notary Public  
Filed 10 March, 1951

ORDER NISI

Ordered, this 10 day of March, 1951, That the sale of the Real Estate in these Proceedings mentioned 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 16 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 16 day of April next. The report states that the amount of sales to be \$7000.00.

True Copy Test:

John H. Hopkins, 3rd, Clerk.

John H. Hopkins, 3rd, Clerk.

Filed 10 March, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 23, 1951.

We hereby certify, that the annexed Order Nisi-Equity No. 10,159 Mortgage Sale Francis E. Chilcoat was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1951. The first insertion being made the 15th day of March, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,  
By D. B. Macey

No. MG. 151.

Filed 27 April, 1951

FINAL ORDER

ORDERED BY THE COURT, This 27th day of April, 1951, 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 27 April, 1951

AUDITOR'S REPORT AND ACCOUNT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account. May 16, 1951. All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Filed 21 May, 1951.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs Francis E. Chilcoat and Mary Virginia Chilcoat, his wife, in account with Walter S. Calwell, Attorney named in Mortgage, Cr.

To Attorney for Fee, viz:	50.00	
To Attorney for Commissions, viz:	<u>240.00</u>	290.00
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	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press- advertising sale	22.50	
Capital-Gazette Press- order nisi (sale)	8.00	
Capital-Gazette Press-order nisi (acct.)	6.00	
New Amsterdam Casualty Co.-bond premium	31.00	
Sam. W. Pattison & Co., auctioneer's fee	25.00	
One-half Federal revenue stamps	3.85	
One-half State revenue stamps	3.85	
Clara M. Link- notary fees	<u>1.20</u>	101.40

To The County Trust Company, mortgagee-this balance on

5

account mortgage claim	6,570.85	6,570.85
		<u>7,000.00</u>
Amount of Mortgage claim filed	7,441.34	
Cr. Amount allowed as above	<u>6,570.85</u>	
Balance subject to decree in persomam	870.49	
1951 Mar. 6 Proceeds of Sale	7,000.00	<u>7,000.00</u>
		<u>7,000.00</u>

Filed 21 May, 1951

ORDER NISI

ORDERED, This 21 day of May, 1951, 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 25th day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of June next.

John H. Hopkins, 3rd, Clerk.

Filed 21 May, 1951.

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 13, 1951.

We hereby certify, that the annexed Order Nisi-Auditor's Account Equity -10,159-Francis E. Chilcoat vs Mary Virginia Chilcoat 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 June, 1951. The first insertion being made the 24th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 1736

By D. B. Macey

Filed 18 June, 1951

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

ORDERED BY THE COURT, this 27th day of June, 1951, that the foregoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson, Judge.

Filed 27 June, 1951.

WALTER S. CALWELL, Assignee, Plaintiff	:	No. 10,161
VS	:	IN THE CIRCUIT COURT
GORDON E. TYLER AND	:	FOR
EMMA L. TYLER, his wife.	:	ANNE ARUNDEL COUNTY.

ORDER TO DOCKET SUIT

Mr. Clerk:

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

1. Original Mortgage from the said Gordon E. Tyler and Emma L. Tyler, his wife to the Title Guarantee and Trust Company, dated July 2nd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 418, folio 397, with Short Assignments at the foot thereof, the last one dated January 11th, 1951, from The County Trust Company to the Plaintiff.

T. Worthington Brundage, III, Attorney for Plaintiff.

Walter S. Calwell, Assignee.

Filed 3 Feb. 1951

PLAINTIFF'S EXHIBIT A.M O R T G A G E

THIS MORTGAGE, Made this 2nd day of July, A.D. 1947, by and between GORDON E. TYLER AND EMMA L. TYLER, 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, 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 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. 13 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 4924 (formerly 224) 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 from Wood Homes, Inc., to Gordon E. Tyler and Emma L. Tyler, his wife.

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. *cd*

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

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

- (I) premium charges under the contract of insurance with the Federal Housing Commissioner;
- (II) ground rent, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the mortgage debt secured hereby; and
- (IV) amortization of the principal of said debt.

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

2. If the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes, assessments or insurance

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

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 commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses costs and commissions, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto, Whenever used, the singular number shall include the plural, the plural to singular, and the use of any gender shall be applicable to all genders.

WITNESS the signature(s) and seal(s) of the Mortgagor(s), on the day and year first above written.

WITNESS:

J. HODGE SMITH

GORDON E. TYLER (SEAL)

EMMA L. TYLER (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 2nd day of JULY, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared GORDON E. TYLER AND EMMA L. TYLER, 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

Recorded 16th July, 1947, at 1 P.M. Liber 418 folio 397.

SHORT ASSIGNMENTS.

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

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

ATTEST:

WASHINGTON IRVING TRUST COMPANY

Mary T. Lynch, Assistant Secretary

Charles H. Robinson, Vice President.

This rider is attached to and is a part of a certain mortgage made by Gordon E. Tyler and Emma L. Tyler, his wife, to Washington Irving Trust Company dated July 2nd, 1947 and recorded July 16, 1947, in Liber \_\_\_\_\_ 418, Page 397.

FOR VALUE RECEIVED, The County Trust Company, Tarrytown, New York, hereby assigns the within and aforesaid mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTEST:

(Corporate Seal)

THE COUNTY TRUST COMPANY

Mary T. Lynch, Assistant Secretary.

BY Chas. H. Robinson, Vice President.

The signature of Charles H. Robinson, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 11th day of January, 1951.

Assigned 25<sup>th</sup> January, 1951 at 3 P.M., recorded in Liber J.H.H. No. 418, Folio 400. O.P.

Filed 3 February, 1951.

STATEMENT OF MORTGAGE DEBT.

THE STATEMENT of the Mortgage Claim of The County Trust Company under the Mortgage from the said Gordon E. Tyler and Emma M. Tyler, his wife, to Washington Irving Trust Company, dated July 2nd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 418 folio 397.

Amount of Loan	\$6000.00
Less - amount paid in principal	<u>393.79</u>
Plus-unpaid interest from 4/1/1950 to 3/6/1951	<u>5606.21</u> 208.67
Plus - overdraft in expense account	<u>5815.88</u> 30.04
	<u>\$5845.92</u>

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 5th day of March, 1951, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph J. Callahan, 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 6 March, 1951

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Walter S. Calwell, of 7 St. Paul Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND TWO HUNDRED AND 00/100 (\$6,200.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th day of March in the year nineteen hundred and fifty.

Whereas, the above bounden Walter S. Calwell, by virtue of the power contained in a Mortgage from Gordon E. Tyler and Emma M. Tyler, his wife, to the Washington Irving Trust Company, bearing date the 2nd day of

July nineteen hundred and forty-seven, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 418, Folio 397, and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That if the above bounden Walter S. Calwell, Assignee, does 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 <sup>be made</sup> 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:

R. H. Nichols

(CORPORATE SEAL)

Walter S. Calwell, (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

BY G. Lee Burgess,  
Vice-President

V. N. Mercier, Assistant Secretary.

Approved this 6 Mar. 1951.

John H. Hopkins, 3rd, Clerk.

Filed 6 March, 1951.

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 7th day of March, 1951 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 Gordon E. Tyler and Emma M. Tyler, 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 they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant,

Walter S. Calwell, Affiant.

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

Filed 10 March, 1951

MORTGAGE SALE OF VALUABLE LEASEHOLD PROPERTY

No. 4924 (formerly 224) Brookwood Road, Brookwood, Fifth Election District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Gordon E. Tyler and Emma L. Tyler, his wife, to Washington Irving Trust Company, dated July 2nd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 418 folio 397 (default having occurred thereunder) the undersigned Assignee will sell at Public Auction at the Court House Door in Annapolis, Maryland, on TUESDAY, MARCH 6th, 1951, AT 3:10 P.M., all that lot of ground situate and lying near Brooklyn, Anne Arundel County, Maryland, and described as follows:

Being known and designated as Lot No. 13 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. 4924 (formerly 244) Brookwood Road.

Subject to the payment of the annual ground rent of \$78.00. The improvements consist of a 2 story brick, 2 family dwelling containing 6 rooms and 2 baths, with full basement and modern facilities.

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 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 A. PATTISON &amp; CO. Auctioneer.

WALTER S. CALWELL, ASSIGNEE.

REPORT OF SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated July 2nd, 1947 and recorded among the Land Records of Anne Arundel County, in Liber J.E.H. No. 418 folio 397 from said Gordon E. Tyler and Emma L. Tyler, his wife to Washington Irving Trust Company and duly assigned to Walter S. Calwell, Assignee 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 Baltimore 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 6th day of March, 1951 at 3.10 P.M., at the Court House Door and then and there sold the leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 13 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. 4924 (formerly 224) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, copy of which is attached hereto, said property being subject to the payment of the annual ground rent of Seventy-eight (\$78.00) Dollars.

BY TERMS OF SALE, a cash deposit of Five Hundred (\$500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

The said property was sold to The County Trust Company, subject to the payment of the annual ground rent of Seventy-eight (\$78.00) Dollars, at and for the sum of Fifty-seven Hundred (\$5700.00) 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 7th day of March, 1951, 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)

Filed 10 March, 1951

Clara M. Link, Notary Public.

ORDER NISI

ORDERED, this 10 day of March, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 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 16 day of April next. The report states that the amount of sales to be \$5700.00.

Filed 10 March, 1951.

John H. Hopkins, 3rd, Clerk.

CERTIFICATE OF PUBLICATIONAnnapolis, Md., April 17, 1951. u

We hereby certify, that the annexed Order Nisi-Sale-Eq.-10, 161 Gordon E. Tyler was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of April, 1951. The first insertion being made the 15th

day of March, 1951.

No. MG. 152.

THE CAPITAL-GAZETTE PRESS, INC.,

By D. B. Macey

Filed 18 April, 1951.

FINAL ORDER

ORDERED BY THE COURT, This 20th day of April, 1951, that the sale made and reported by the Assignee, aforesaid, be and the same is hereby Ratified and Confirmed, no cause to the contrary having been shown although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge.

Filed 20 April, 1951.

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 30, 1951. All of which is respectfully submitted.

Laura R. Jickling. Auditor.

Dr. Walter S. Calwell, Assignee, vs. Gordon E. Tyler and Emma L. Tyler, his wife in ac. with Walter S. Calwell, Assignee, Cr.

To Assignee for Fee, viz:	\$ 50.00	
To Assignee, for Commissions, viz:	<u>201.00</u>	251.00
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	<u>9.00</u>	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press-advertising sale	25.29	
Capital-Gazette Press-order nisi (sale)	8.00	
Capital-Gazette Press-order nisi (acct)	6.00	
New Amsterdam Casualty Company-bond premium	24.00	
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	<u>1.20</u>	91.09
To the County Trust Company, mortgagee- this balance on account Mortgage claim	<u>5,320.16</u>	<u>5,320.16</u>
		<u>5,700.00</u>
Amount of mortgage claim filed	5,845.92	
Cr. Amount allowed as above	<u>5,320.16</u>	
Balance subject to decree in personam	525.76	
1951 Mar. 6. Proceeds of Sale	<u>5,700.00</u>	<u>5,700.00</u>
		<u>5,700.00</u>

Filed 3 May, 1951

ORDER NISI

ORDERED, This 3 day of May, 1951, 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 11 day of June, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of June next.

John H. Hopkins, 3rd, Clerk.

Filed 3 May, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. June 2, 1951.

We hereby certify, that the annexed Order Nisi, Auditor's Account Equity -10,161 Gordon E. Tyler was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of June, 1951. The first insertion being made the 10th day of May, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG. 1710

By D. B. Macey.

Filed 12 June, 1951

FINAL ORDER.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 13th day of June, 1951, that the foregoing 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 proportion of interest as the same has been or may be received.

Benjamin Michaelson, Judge.

Filed 13 June, 1951.

EX-PARTE , PETITION OF	;	IN THE
STANLEY O. McDANIEL and	;	CIRCUIT COURT
ALVERNA B. McDANIEL, his wife,	;	FOR
for adoption of	;	ANNE ARUNDEL COUNTY.
BARBARA ANN LUCERTI, INFANT.	;	No. 10,020 EQUITY

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

PETITION FOR ADOPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Stanley O. McDaniel and Alverna B, McDaniel, his wife, for the adoption of Barbara Ann Luberti, a minor.

1. Your Petitioners allege, in compliance with Article 16 Section 85F of the 1947 Supplement of the Code of General Laws of the State of Maryland, the following:

(a) That the said infant child, Barbara Ann Luberti, is of the female sex, of the white race, and was born on May 31, 1948 at Upland, Pennsylvania, and her natural parents are Henry Luberti, residing at 604 E. 24th St., Chester, Pennsylvania, and Esther Luberti, of 606 E. 24th Street, Chester, Pennsylvania, both of said parents being of the Roman Catholic faith.

(b) That the Petitioners, Stanley C. McDaniel, is 32 years of age, and his wife, Alverna B. McDaniel, is 31 years of age; are both of the white race and are of the Lutheran and Baptist faith respectively; both reside at 5326 Fourth Street, Baltimore 23, Anne Arundel County, Maryland, have been married and living together for ten years and have no children.

The said Petitioner, Stanley O. McDaniel, is a Marine Engineer, and has been so employed for the past 12 years, and is now employed by the Oil Transport Corporation, at 17 Battery Place, New York City, at a salary of \$500 per month, and that his wife, the said Alverna B. McDaniel, is a house-wife.

(c) That the Petitioners are not related to said infant girl, Barbara Ann Luberti or to her natural parents.

(d) That the natural parents of the said minor, Barbara Ann Luberti, have been living separate and apart for a prolonged period of time, and their child, the said minor, sometime prior to July, 1949, was left with various persons, other than the natural parents of said infant, some of whom were relatives of the parents and some of whom were non-relatives, and since July 1949, said infant child has practically been abandoned by her said natural parents. On or about March 11, 1950, at which time said infant child was being

care for by a certain Mr. Harold Walker and wife, of Chester, Pennsylvania, Your Petitioners, were requested to take over and care for said minor child, Barbara Ann Luberti, in Your Petitioner's home in Anne Arundel County, and at which time Your Petitioners' did take and care for said child, all with the consent and approval of her natural parents; the said infant child has been and still is in the care and custody of Your Petitioners since said date of March 11, 1950, with no contribution for said Child's support being made to Your Petitioners. To the best of the knowledge and belief of Your Petitioners, none of the above stated persons having care and custody of the said infant child have been licensed or approved as foster homes.

(e) That Your Petitioners desire the name of the said infant child, Barbara Ann Luberti, be changed to Joyce Eileen McDaniel.

2. Your Petitioners have purchased and are paying for their home at their above stated address, and the said Stanley O. McDaniel is steadily employed, as hereinabove stated, at a salary of \$500.00 per month, and the Petitioners are capable and able financially to care for said infant as their own child. During the period from March 11, 1950 to the present time, that said infant child has been in possession and care of the Petitioners, and as the Petitioners have been married for 10 years and have no children of their own, they have developed a natural love and affection for the said child, Barbara Ann Lunerti, and therefore wish to adopt said child.

3. Both of the natural parents of said child, Henry Luberti and his wife Esther Luberti, who have been for sometime living separate and apart, have consented to the adoption of their said infant child by the Petitioners, as verified by their duly sworn and signed statement and authorization attached hereto and prayed to become a part of this petition.

THEREFORE, YOUR PETITIONERS RESPECTFULLY PRAY:

1. That a decree be passed by this Honorable Court, declaring the said infant child, Barbara Ann Luberti to be the adopted child of Your Petitioners, Stanley O. McDaniel and Alverna B. McDaniel, his wife, in accordance with the Laws of the State of Maryland applicable thereto.

2. That a decree be passed by this Honorable Court, declaring that the name of the infant child, Barbara Ann Luberti, be changed to Joyce Eileen McDaniel.

3. That Your Petitioners may have such other and further relief as their cause and equity may require.

Stanley O. McDaniel  
Petitioner

George Sachse  
Glen Burnie, Md.  
Solicitor for Petitioners.

Alverna B. McDaniel,  
Petitioner

Francis J. Valle, 600 Court Sq.,  
Baltimore 1, Md.  
Solicitor for Petitioners.

STATE OF MARYLAND, BALTIMORE CITY: TO WIT:

I HEREBY CERTIFY, that on this 24 day of July, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Stanley O. McDaniel and Alverna B. McDaniel, his wife, who jointly and severally made oath in due form of law that the matters and facts set out in the foregoing Petition are true and correct as stated therein, to the best of their information, knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Judson L. Dews,

Notary Public.

Filed 10 August, 1950

AUTHORIZATION

I, Esther Luberti, of 606 E. 24th Street, Chester, Pennsylvania, hereby consent to the adoption of my daughter, Barbara Luberti, by Stanley O. McDaniel and Alverna B., his wife, of 5326 Fourth Street, Baltimore 25, Anne Arundel County, Maryland.

WITNESS: Francis J. Catania.

Esther B. Luberti.

STATE OF PENNSYLVANIA, COUNTY OF DELAWARE, TO WIT:

I HEREBY CERTIFY on this 27th day of April, 1950, personally appeared before me, the subscriber, Notary Public in and for the county aforesaid, Esther Luberti and made oath in due form of law, that the above authorization for adoption is her sole and voluntary act.

(NOTARIAL SEAL)

Frances I. Layer, NOTARY PUBLIC.

My Commission expires end of next Session of Senate.

Filed August 10, 1950

AUTHORIZATION

I, Henry Luberti, of 604 E. 24th Street, Chester, Delaware County, State of Pennsylvania, hereby consent to and authorize the adoption of my daughter, Barbara Lunerti, by Stanley O. McDaniel and Alverna B. McDaniel, his wife, of 5326 Fourth Street, Baltimore 25, Anne Arundel County, State of Maryland.

WITNESS:

Henry Luberti

Francis L. Butler

STATE OF PENNSYLVANIA, DELAWARE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 11th day of July, 1950, personally appeared before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for Delaware County aforesaid, Henry Luberti, who made oath in due form of law that he is the father of the above stated Barbara Luberti, and that the above authorization for the adoption of said infant child, Barbara Luberti, is his sole and voluntary act.

(Notarial Seal)

Lois J. Christine, Notary Public.

Notary Public. My Commission expires at end of next Session of Senate.

Filed August 10, 1950

ORDER: INVESTIGATION BY WELFARE BOARD.

ORDERED, this 11th day of August, 1950, by the Circuit Court for Anne Arundel County, that the Anne Arundel County Welfare Board make the investigation requested in the attached petition for the adoption of Barbara Ann Luberti, and

- (1) Make a written report to this Court of such investigation,
- (2) Recommend to this Court whether a final decree, declaring the adoption prayed for in the petition should be immediately granted, or whether this Court should pass an interlocutory decree, granting temporary custody of said Barbara Ann Luberti to the Petitioners as set forth.

Benjamin Michaelson, Judge.

Filed 11 August, 1950

CERTIFICATION

I hereby certify that on this 1st day of September, 1950, a true test copy of Petition for Adoption, authorization for adoption by the natural parents of the said Barbara Ann Luberti, Request for Investigation by Welfare Board, and Order of Court for Welfare Board to make the necessary investigation, all in the above captioned case, have been mailed to The Anne Arundel County Welfare Board, postage prepaid.

George Sachse, Glen Burnie, Md.  
Solicitor for Petitioners.

Filed 6 September, 1950

RE: INVESTIGATION BY WELFARE BOARD.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, Stanley O. McDaniel and Alverna B. McDaniel, his wife, by their Solicitors, George Sachse and Francis J. Valle, respectfully agree and request that the Welfare Board of Anne Arundel County, in reference to the Petition for adoption of said Barbara Ann Luberti, be directed to make an investigation.

- (a) Of the truth of the allegations of the Petitioners.
- (b) Of the environment, antecedents and assets of the said Barbara Ann Luberti, for the purpose of ascertaining whether she is a proper subject for adoption.

(c) Of the home of Your Petitioners to determine whether it is a suitable one for the said person proposed to be adopted

(d) Of any other circumstances and conditions which may have a bearing on the adoption and of which the Court should have knowledge.

AND, AS IN DUTY BOUND, ETC.

Stanley O. McDaniel. Petitioner

George Sachse- Glen Burnie, Md.  
Solicitor for Petitioners.

Alverna B. McDaniel Petitioner

Francis J. Valle- 600 Court Sq., Building  
Baltimore 1, Md. Solicitor for Petitioners.

SDPW-#852

REPORT ON ADOPTION PETITION INVESTIGATION

Date 10-25-50

Report to Circuit Court of Anne Arundel County, Maryland (County or City)

From Anne Arundel County Welfare Board, Annapolis, Maryland. (Local Department.)

Relative to the Petition of Stanley and Alverna McDaniel (Adoption Family)

To adopt Barbara Ann Luberti (Name of Child) 2-1/2 yrs (Age)

Equity No. 10,020

ADOPTIVE FAMILY: Name McDaniel, Stanley Odell, 32 Alverna 31  
Factual data of: Husband age wife Age Address: 5326 -Fourth  
Adoptive Family: Street, Brooklyn, Baltimore 25, Maryland. Race White, Religion Protestant, Nationality  
U.S. Date of Marriage 6-10-40 Place of Marriage Yuma, Arizona Other members of  
the Adoptive Family. Verify None.

DESCRIPTION OF  
FAMILY LIFE ADOP-  
TIVE HOME OFFERS:

We believe that the family life in this home offers security, comfort and examples good living habits, as well as attractive surroundings and intellectual stimulus. Mr. McDaniel is a Marine Engineer at present employed by the Transcontinental Gas Pipe Line. He served in the Navy during the war and while stationed in California, met Mrs. McDaniel, who was at that time living with relatives there-following the death of her mother and remarriage of her father.

They have lived too short a time at this present address to have made many close friends. Besides Mr. McDaniel's work necessitates his being away a great deal. However, they are esteemed & liked by their neighbors.

SDPW #852  
DESCRIPTION OF HOME, : The house is one of a row of brick homes with small front and rear yards. It  
SURROUNDINGS AND :  
NEIGHBORHOOD : consists of one large room, which serves as a living-dining room, and a kitchen on the first floor and two small bedrooms and a bath on the second floor. The home is attractively and comfortably furnished.

FINANCIAL SITUATION: Income tax returns for 1949 show Mr. McDaniels' wages as \$7,916.82. Mr. McDaniel has \$2000. National Service Life Insurance (Policy seen). The McDaniels are buying their home.

HEALTH OF THE FAMILY: According to Dr. E.S. Ellison (Baltimore) who examined Mr. and Mrs. McDaniel on 10-2-50, they are in good health.

ATTITUDE TOWARD ADOPTION: Mr. and Mrs. McDaniel are expecting a child in late December. After ten years of marriage, this is Mrs. McDaniel's first pregnancy. However this anticipated in no way diminishes their desire to adopt Barbara Ann Luberti, whom they love and regard as their own child.

STANDING OF FAMILY IN COMMUNITY: The references with whom we talked have found the McDaniels' good neighbors and fine people. They do not believe that Barbara Ann, (or Joyce, as she is called) could have a better home or parents.

SDPW #852.

CHILD: Verify Barbara Ann Luberti (Name) 5/31/48 (Birthdate) Upland, Penna. Birthplace

FACTUAL DATA.: Name of Child's mother Esther Luberti Unknown age. Name of child's father

: Henry Luberti unknown age. Mother -606 E. 24th Street, Chester, Pa. Address  
: Father -604 E. 24th St. Chester, Pa.

CIRCUMSTANCES IN CHILD'S OWN FAMILY THAT HAVE BEARING ON HIS BEING AVAILABLE FOR ADOPTION : Mr. and Mrs. Luberti are separated. Since July 1949 the child to be adopted has been cared for by various friends and relatives. She has been with the adoptive family since March 1950. The child's parents have given written consent to her adoption by Mr. and Mrs. McDaniel.

Mr. and Mrs. Luberti have a son, Henry, 4 years old, who is being cared for by Mr. Luberti's Parents.

Mrs. Luberti has another child by a former marriage. This child is being cared for by relatives.

PHYSICAL HISTORY OF OWN FAMILY. : The child's mother is apparently in good health. Mr. Luberti is slightly crippled, a condition which may have existed since birth.

DESCRIPTION OF CHILD: This child is exceptionally pretty. She has chestnut brown curly hair, large greyish-blue eyes. Her manner is alert and vivacious. She is keenly observant and intelligent.

MEDICAL REPORT ON CHILD : According to the report of 10/2/50 by Dr. E.S. Ellison, Barbara is a "perfectly normal and healthy child."

SDPW-#852

AGENCY OPINION OF THE ADOPTIVE PLAT AND EVALUATION OF HOME. : Mr. and Mrs. McDaniel give the impression of being a fine, stable, intelligent and industrious young couple, with high standards of living, and a deep love of children. We believe that immediate adoption will be the best plan for this child. The child's parents have given written consent to the adoption. We recommend that this adoption be granted.

ANNE ARUNDEL COUNTY WELFARE BOARD

Sally Whitehill  
(Mrs.) Sally Whitehill, Case Worker

Mildred Johnson, per B.  
(Mrs.) Mildred Johnson, Director

Filed 27 Oct. 1950

ANNE ARUNDEL COUNTY WELFARE BOARD. ANNAPOLIS, MARYLAND.

October 26, 1950.

Mr. John H. Hopkins, III, Clerk  
Anne Arundel County Circuit Court,  
Court House, Annapolis, Maryland

Re: McDaniel, Stanley O. and Alverna B.  
Equity No. 10,020

Dear Mr. Hopkins:

We are enclosing the report on the study of this adoption petition.

Sincerely yours,

MB:dd  
Encl.

(Mrs.) Mildred Johnson, Director.

Mildred Johnson, per B.

Filed 27 October, 1950

DECREE

Stanley O. McDaniel and Alverna B. McDaniel, his wife, of Anne Arundel County, State of Maryland, having filed their petition to this Court praying that a decree be passed therein and herein, declaring Barbara Ann Luberti, infant, to be their adopted daughter, and to change the name of the said Barbara Ann Luberti to Joyce Eileen McDaniel, in accordance with the provision of the laws of the State of Maryland, and it appearing to the Court that the best interests and welfare of the said Barbara Ann Luberti will be served and promoted by such adoption.

It is thereupon, this 28th day of October, 1950, by the Circuit Court for Anne Arundel County, in equity, and by the authority thereof, ADJUDGED, ORDERED AND DECREED, that Barbara Ann Luberti, infant, be and she is hereby declared to be the adopted child of Stanley O. McDaniel and Alverna B. McDaniel, his wife, and it is further ORDERED that the name of the said Barbara Ann Luberti be changed to Joyce Eileen McDaniel, and that the Petitioners pay the costs of these proceedings.

Benjamin Michaelson, Judge.

Filed 28 October, 1950

W

JOHN B. ROWE, ASSIGNEE : No. 10,145 Equity  
 VS. : IN THE CIRCUIT COURT  
 : FOR  
 JOHN W. SHUEY : ANNE ARUNDEL COUNTY.

: : : : : : : : :

ORDER TO DOCKET SUIT

MR. CLERK:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage from the Defendant to First Federal Savings & Loan Association of Brooklyn dated March 10, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 568 folio 166, which mortgage has been assigned to the Plaintiff,

John B. Rowe, Attorney for Plaintiff.

Filed 6 Jan. 1951

MORTGAGE

(MD. STATE STAMPS \$4.40.)

THIS MORTGAGE, made this 10th day of March, in the year one thousand nine hundred and fifty, between JOHN W. SHUEY of Anne Arundel County, in the State of Maryland, Mortgagor(s), and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the Mortgagor the sum of Four thousand (4000) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of Fifty (50) dollars plus 1/12 of the annual taxes, water rent, insurance premiums and other public charges and assessments, 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 computed by the calendar month.

The said installment payments may be applied by the mortgagee in the following manner;

FIRST: To the payment of interest:

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, insurance premiums and other charges affecting the hereinafter described premises.

THIRD: Towards the payment of the aforesaid principal sum:

FOURTH: This loan may be prepaid in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagor do(th) grant, convey and assign unto said Mortgagee its successors and assigns, all that lot, piece, or parcel of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lots Nos. 33 and 34 in Section "0" of Riviera Beach with a total frontage of about 50 feet on Lake Road as shown on a Plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 29 (Cabinet 1 Rod F Plat 14).

BEING two of the lots of ground which by deed dated November 11, 1949 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Joseph W. Spector and Albert J. Goodman, Trustees, to the within named Mortgagor.

See also deed dated November 11, 1949 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from Wilhelmina G. Shuey.

IT IS AGREED that the proceeds obtained from this Mortgage will not be used in violation of Regulation W as prescribed by the Board of Governors of the Federal Reserve System.

IT IS AGREED, this Mortgage shall also secure <sup>future</sup> advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendment thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple,

IF, however, the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said mortgagor(s) for himself, his heirs, personal representatives or assigns, covenant(s) with the said Mortgagee, as follows:

1. To repay the indebtedness, together with interest, as herein provided.

11. To keep the buildings on the premises insured against loss by fire and other hazards for the benefit of the mortgagee in some company acceptable to the mortgagee, to the extent of its lien thereon, and to deliver the policy to the mortgagee.

111. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repair as at the present time.

1V. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

V. 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.

VI. That should the title to the herein mortgaged property be acquired by any person or corporation other than the mortgagor(s), by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the foregoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage as herein provided), under the provisions of Sections 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898- or any supplement thereto- or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by James K. Cullen, its duly constituted Attorney or Agent, under Article LXVI, Sections 24

6 to 10, inclusive, of the Maryland Code (1924) Public General Laws, or under any other General or Local Laws of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making

sale of said property equal to the commission usually allowed Trustees for making same of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than fifty dollars.

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns,

Witness the hand(s) and seal(s) of the said mortgagor(s).

Witness:

Mary Ruth Mullineaux

John W. Shuey

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 10th day of March, in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard Co., personally appeared JOHN W. SHUEY, the mortgagor(s) named in the foregoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared Lawrence F. Tieman, President of First Federal Savings & Loan Association of Brooklyn, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Mary Ruth Mullineaux, Notary Public.

My Commission expires on May 7<sup>TH</sup>, 1951.

(Notarial Seal)

Recorded 5th May, 1950, at 2:30 P.M. "O.P." Liber J.H.H. #568. PAGE 166.

SHORT ASSIGNMENT

FOR VALUE RECEIVED, The First Federal Savings and Loan Association of Brooklyn hereby assigns the above and within mortgage to John B. Rowe for the purpose of foreclosure.

AS WITNESS the corporate seal of the First Federal Savings and Loan Association of Brooklyn attested by the Assistant Secretary and the signature of Lawrence F. Tieman, President thereof, this 18th day of December, 1950

First Federal Savings and Loan Association of Brooklyn.

Test: Vera J. Cearfoss, Assistant Secretary.

By Lawrence F. Tieman, President.

(Corporate Seal)

Recorded Dec. 30, 1950 at 10:15 a.m. J.H.H. No. 568 folio 167 .  
Filed 6 January 1951.

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State. in and for said City, personally appeared, James K. Cullen, Attorney for Plaintiff, and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief.

(1) said defendant is not in the military service of the United States.

(2) said defendant is not in the military service of any nation allied with the United States ,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended.

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

James K. Cullen, Affiant.

Subscribed and sworn to before me this 1st day of February, 1951.

(Notarial Seal)

Mary Ruth Mullineaux, Notary Public.

Filed 2 February, 1950.

STATEMENT OF MORTGAGE

Amount of principal mortgage debt from John W. Shuey to First Federal Savings &

Loan Association of Brooklyn, dated March 10, 1950	- - - - -	\$4000.00
Interest from July 31, 1950, to February 5, 1951	- - - - -	121.76
1950 taxes advanced	- - - - -	<u>31.32</u>
Total	- - - - -	\$4153.08
Less: Amount paid on account of principal	- - - - -	-\$98.73
Balance remaining in property expense account	-- <u>25.00</u>	<u>123.35</u>
Balance due Mortgagee to February 5, 1951	- - - - -	\$4029.35

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1st day of February, 1951, before me, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JOHN B. ROWE, Assignee, the Plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

(Notarial Seal)

Mary Ruth Mullineaux, Notary Public.  
Filed 2 February, 1951

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, John B. Rowe, 2 E. Lexington Street, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FORTY-FIVE HUNDRED AND 00/100 (\$4500.00) 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 31st day of January in the year nineteen hundred and fifty-one.

WHEREAS, the above bounden John B. Rowe, Assignee by virtue of the power contained in a Mortgage from John W. Shuey to the First Federal Savings and Loan Association of Brooklyn, bearing date the 10th day of March nineteen hundred and fifty, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 568, Folio 166, and is about to sell the land and premises described in said Mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

NOW THE CONDITION OF THIS OBLIGATION ARE SUCH, That if the above bounden John B. Rowe, does 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

John B. Rowe, (SEAL)

in the presence of

NEW AMSTERDAM CASUALTY COMPANY

Mary Ruth Mullineaux,  
Attest:

BY G. Lee Burges, Vice President.

Witness to Surety

Attest: V. N. Mercier, Assistant Secretary.

R. H. Nichols. (CORPORATE SEAL)

Approved this 2 February, 1951, John H. Hopkins, 3rd, Clerk.

Filed 2 February, 1951.

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows: That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Capital-Gazette Press", a newspaper published in Anne Arundel County, for more than three

successive weeks preceding the day of sale, said John B. Rowe, Assignee, did, pursuant to said notice on Monday, February 5, 1951, at 3 o'clock p.m. attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto Ewald R. Buritsch and Polly Ann Buritsch, his wife, at and for the sum of Forty-four hundred fifty (4450) Dollars, the said purchasers at the price mentioned, being the highest bidders therefor.

Respectfully submitted,

John B. Rowe,  
Assignee named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of February, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Howard County, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts as set forth in the foregoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Mary Ruth Mullineaux,

(Notarial Seal)

Notary Public.

Filed 8 February, 1951

ORDER NISI

ORDERED this 8 day of February, 1951, That the sale of the Real Estate in these proceedings mentioned made and reported by John B. Rowe, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 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 19 day of March next. The report states that the amount of sales to be \$4450.00.

John H. Hopkins, 3rd, Clerk.

Filed 8 February, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 20, 1951

We hereby certify, that the annexed Order Nisi-Sale Eq.-10,145 JOHN W. SHUEY 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 March, 1951. The first insertion being made the 15th day of February, 1951.

THE CAPITAL GAZETTE PRESS, INC.,

No. MG. 3586

By D. B. Macey

Filed 20 March, 1951

FINAL ORDER

ORDERED BY THE COURT, This 20th day of March, 1951, that the sale made and reported by the Assignee aforesaid, be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, A. J.

Filed 20 March, 1951

AUDITOR'S REPORT AND ACCOUNT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account, March 30, 1951.

All of which is respectfully submitted.

Laura R. Jickling, Auditor

Dr. John B. Rowe, Assignee, vs. John W. Shuey in account with John B. Rowe, Assignee Cr.

To Assignee for Commission, viz:

164.53

To Assignee for Fee, viz:

50.00

214.53

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	<u>9.00</u>	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press -advertising sale	27.52	
Capital-Gazette Press-order nisi (sale)	8.00	
Capital-Gazette Press-order nisi (6.00)	6.00	
The Sun- advertising sale	8.25	
New Amsterdam Casualty Co.-bond premium	18.00	
T. C. W. Hobbs- auctioneer's fee	25.00	
Clerk of Court - recording assignment	1.25	
One-half Federal revenue stamps	2.48	
One-half State revenue stamps	2.47	
Mary Ruth Mullineaux-notary fees	<u>1.00</u>	99.97
To Assignee for Taxes, viz:		
1951 State and County taxes - adjusted	<u>2.90</u>	2.90
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee, in full for mortgage claim filed	<u>4,029.35</u>	<u>4,029.35</u>
To John W. Shuey, mortgagor- this balance	<u>99.73</u>	<u>99.73</u>
		<u>4,484.23</u>
1951 Feb. 5, Proceeds of Sale	4,450.00	
Interest on deferred payment-1 month 22 days	<u>34.23</u>	<u>4,484.23</u>
		<u>4,484.23</u>

Filed 4 April, 1951

ORDER NISI

ORDERED, This 4 day of April, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, Unless cause to the contrary be shown on or before the 14 day of 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 14 day of May next.

John H. Hopkins, 3rd, Clerk.

Filed 4 April, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md. May 29, 1951.

We hereby certify, that the annexed Order Nisi-Auditor's Account Equity 10,145, John W. Shuey was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of May, 1951. The first insertion being made the 12th day of April, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 9452

By D. B. Macey

Filed 11 September, 1951

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 13th day of September, 1951, that the foregoing 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 13 September, 1951.

*af*

IN THE MATTER OF THE : No. 10,153 EQUITY  
 SALE OF THE MORTGAGED : IN THE  
 REAL ESTATE OF GEORGE W. JOHNSON : CIRCUIT COURT FOR  
 AND DRYDEN JOHNSON, HIS WIFE. : ANNE ARUNDEL COUNTY.

MORTGAGE FORECLOSURE.

Mr. Clerk:

Please record the assignment and docket the above entitled case and file the original mortgage herewith.

William W. Townshend, Jr., Assignee,  
 Towns-Worth Building, South Street, Annapolis, Md.  
 Filed 19 January, 1951.

ORIGINAL MORTGAGE.

(MD. STATE STAMPS \$.60)

THIS MORTGAGE, Made this third day of March, in the year nineteen hundred and forty seven, by and between GEORGE W. JOHNSON and DRYDEN JOHNSON, his wife, Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and J. IRVING KING and MARIE J. KING, his wife, Mortgagees, of the second part

WITNESSETH, WHEREAS the said George W. Johnson and Dryden Johnson, his wife, the said Mortgagors are indebted unto the said J. Irving King and Marie J. King, his wife, the said Mortgagees, in the full and just sum of SIX HUNDRED DOLLARS (\$600.00) and as evidencing said sum, the said Mortgagors have passed unto the said Mortgagees, their joint and several promissory note for said sum of even date herewith and payable in three (3) years after date, with interest at six percent (6%) per annum, payable semi-annually.

WHEREAS it was a condition precedent to the granting of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum together with the interest thereon to accrue at the time limited for the payment of the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in the First District of Anne Arundel County aforesaid, and described as follows:

ALL that lot containing one fourth (1/4) acre and improvements thereon, and being the identical property which was granted and conveyed unto the said George W. Johnson and wife by Deed from Carl W. Riddick and wife dated the 30th day of July in the year 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 371, folio 277.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Mortgagees, their heirs and assigns, forever.

PROVIDED, that if the said Mortgagors, their heirs, personal representatives, or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Six hundred (\$600.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then the mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable.

BUT if default be made in payment of said money, or the interest thereon to accrue in any part of

EITHER OF THEM, AT ANY TIME limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their heirs, personal representatives or assigns, or Eugene P. Childs, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and accretions incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagees, their heirs, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale to apply: First, to the payment of all expenses incident to such sale, including a fee of seventy-five (\$75.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their heirs, personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, their heirs, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Six hundred (\$600.00) 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 heirs, personal representatives and assigns to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagors, their heirs, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Wilhelmina P. Hopkins,

George W. Johnson (SEAL)

Dryden Johnson (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this third day of March, in the year nineteen hundred and forty seven, before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George W. Johnson and Dryden Johnson, his wife, the Mortgagors, named in the foregoing Mortgage, and they each

acknowledged the foregoing Mortgage to be their act. At the same time also appeared Eugene P. Childs, Attorney and Agent for the within named Mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he was duly authorized to make this affidavit.

Witness my hand and seal Notarial.

Wilhelmina P. Hopkins, Notary Public.

(Notarial Seal)

Filed March 4, 1947, at 10-10 o'clock A.M., Recorded in Liber J.H.H. No. 396, folio 125

ASSIGNMENT OF MORTGAGE

I hereby assign the within mortgage to William W. Townshend, Jr., for the purpose of foreclosure, the said Maria J. King having since departed this life.

WITNESS my hand and seal this 12th day of January, 1951.

WITNESS: Margaret B. Hendrix.

J. Irving King, (SEAL)

Assignment recorded 20 day of January, 1951, at 9 o'clock A.M., Rec. J.H.H. No. 396, folio 127.

Filed 18 January, 1951

B O N D

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 One Thousand Dollars (\$1,000.00), 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 24th day of January, 1951.

WHEREAS, by virtue of a power of sale contained in a mortgage from George W. Johnson and Dryden Johnson, his wife, to J. Irving King and Marie J. King, his wife, bearing date on or about the 3rd day of March, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 396, Folio 125, the said William W. Townshend, Jr., Assignee of said mortgage, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said 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. 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 shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

Margaret B. Hendrix

William W. Townshend, Jr., (SEAL)

Virginia Merritt.

GLOBE INDEMNITY COMPANY, a body corporate.

(CORPORATE SEAL)

By John H. Hopkins, IV (SEAL)

Approved this 25th January, 1951.

Attorney in Fact

John H. Hopkins, 3rd, Clerk.

Filed 25 Jan. 1951.

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from George W. Johnson and Dryden Johnson, his wife, to	
J. Irving King, and Marie J. King, his wife, dated March 3, 1947, and recorded	
among the Land Records of Anne Arundel County in Liber J.H.H. 396 Folio 125 . . . . .	\$453.37
Interest thereon from March 2, 1950, to February 27, 1951 . . . . .	26.49
	<hr/>
	\$479.86

32  
X

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 19th day of January, in the year 1951, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Assignee, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Margaret B. Hendrix,

Notary Public.

Filed 28 February, 1951.

ASSIGNEE'S SALE OF VALUABLE IMPROVED REAL ESTATE.

UNDER and by virtue of a power of sale contained in a mortgage from George W. Johnson and Dryden Johnson, his wife, to J. Irving King and Marie J. King, his wife, dated March 3, 1947, and recorded among the last records of Anne Arundel County in Liber J.H.H. 396, Folio 125, (default having occurred thereunder), which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the undersigned, Assignee, will sell at public auction on the premises on TUESDAY, FEB. 27, 1951, at 2:30 O'Clock P.M.,

ALL that fee simple lot situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, containing one fourth (1/4) acre (near Riva) and improvements thereon, and being the identical property which was granted and conveyed unto the said George W. Johnson and wife by Deed from Carl W. Riddick and wife dated the 30th day of July in the year 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 371, Folio 277.

Improved by a one story frame, composition roof, dwelling containing three rooms, no modern conveniences.

TERMS OF SALE: A cash deposit of \$300.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale. For further particulars, apply to

George W. Scible, Auctioneer.

WILLIAM W. TOWNSHEND, JR., Assignee  
Towns-Worth Building, South Street, Annapolis, Md.

CERTIFICATE OF AUCTIONEER & AGREEMENT OF PURCHASER.

THIS IS TO CERTIFY that I have this 27th day of February, in the year 1951, sold the property described by said advertisement in the First Election District of Anne Arundel County and more particularly described as 1/4 acre near Riva, at and for the sum of eight hundred dollars (\$800.00) to J. Irving King, being then and there the highest bidder for said property.

George W. Scible, Auctioneer,

I HEREBY CERTIFY that I have this 27th day of February, in the year 1951, purchased from William W. Townshend, Jr., Assignee, the property situated in the First Election District of Anne Arundel County and described as 1.4 acre near Riva at and for the sum of Eight Hundred Dollars (\$800.00), and do hereby agree to comply with the terms of sale.

J. Irving King.

Filed 2 February, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1951.

We hereby certify, that the annexed Assignee's sale-George W. Johnson was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 6 successive weeks before the 10th day of March, 1951. The first insertion being made the 25th day of January, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

No. MG 3576

By D. B. Macey

Filed 10 April, 1951

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William W. Townshend, Jr., Assignee, under mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from George W. Johnson and Dryden Johnson, his wife, to J. Irving and Marie J. King, his wife, dated the 3rd day of March in the year 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 396, Folio 125, default having occurred thereunder, which mortgage has been assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure; the undersigned, Assignee, 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, on the premises, on Tuesday, February 27, 1951, at 2:30 P.M., and then and there sold the said property to J. Irving King at and for the sum of Eight Hundred Dollars (\$800.00), being at that figure the highest bidder therefor, said property being the following: All that fee simple lot situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, containing one fourth (1/4) acre near Riva and improvements thereon, and being the identical property which was granted and conveyed unto the said George W. Johnson and wife by Deed from Carl W. Riddick and wife dated the 30th day of July in the year 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 371, Folio 277.

And the said Assignee further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A cash deposit of \$300.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted:

William W. Townshend, Jr., Assignee.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 28th day of February, 1951, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Assignee, under mortgage filed in these proceedings, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Margaret B. Hendrix,

Notary Public.

Filed 28 February, 1951

ORDER NISI

Ordered, this 28 day of February, 1951, That the sale of the Real Estate in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 9 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 9 day of April next. The report states that the amount of sales to be \$800.00.

John H. Hopkins, 3rd, Clerk.

Filed 28 February, 1951.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 4, 1951,

We hereby certify, that the annexed Order Nisi-Equity 10,153 GEORGE W. JOHNSON was published in MARYLAND GAZETTE a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once

a week for r successive weeks before the 9th day of April, 1951. The first insertion being made the 8th day of March, 1951.

No. MG 136

THE CAPITAL GAZETTE PRESS, INC., by D.B. Macey.  
Filed 10 April, 1951

FINAL ORDER

ORDERED BY THE COURT, This 11th day of April, 1951 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 11 April, 1951

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 16, 1951. All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Mortgaged Real Estate of George W. Johnson and Dryden Johnson, his wife, in ac. with William W. Townshend, Jr. Assignee.

To Assignee for Fee, viz:	75.00	
To Assignee for Commissions, viz:	<u>49.00</u>	124.00
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court- Court costs	18.75	
Auditor- stating this account	9.00	37.75
To Assignee for Expenses, viz:		
Capital-Gazette Press, advertising sale	40.65	
Capital-Gazette Press-handbills & tax	12.29	
Capital-Gazette Press-order nisi (sale)	8.00	
Capital-Gazette Press-order nisi (acct.)	6.00	
Globe Indemnity Co.-bond premium	10.00	
George W. Scible-auctioneer	15.00	
Clerk of Court- recording assignment	.75	
One-half Federal Revenue stamps	.55	
	<u>.55</u>	93.79
To Assignee for Taxes, viz:		
1950 State and County taxes	13.70	
	<u>2.08</u>	15.78
To J. Irving King and Marie J. King, his wife, Mortgagees-in full for mortgage claim filed	479.86	479.86
To George W. Johnson and Dryden Johnson, his wife, Mortgagors, this balance	<u>52.32</u>	<u>52.32</u>
		<u>803.50</u>
1951, Feb. 27. Proceeds of Sale	800.00	
Interest on deferred payment	3.50	803.50
		<u>803.50</u>

Filed 18 April, 1951

ORDER NISI

ORDERED, This 16th day of April, 1951, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 21 day of 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 21st day of May next.

John H. Hopkins, 3rd, Clerk.

Filed 16 April, 1951

CERTIFICATE OF PUBLICATION

We hereby certify that the annexed Order Nisi-Auditors Account Equity 10,153 George W. Johnson was pub-  
May 29, 1951

lished 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 May, 1951. The first insertion being made the 19th day of April, 1951. No. MG 9477.

THE CAPITAL GAZETTE PRESS, INC., by D.B. Macey. Filed 7, June, 1951. FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 7th day of June, 1951, that the foregoing 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 7 June, 1951.

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF SAMUEL GORDON. : No. 10,170 EQUITY : IN THE CIRCUIT COURT : FOR : ANNE ARUNDEL COUNTY.

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original Mortgage in this foreclosure suit.

John Demyan, Jr., Attorney Named in Mortgage Filed 23 February, 1951

PURCHASE MONEY MORTGAGE.

THIS PURCHASE MONEY MORTGAGE, Made this 19th day of September, 1950, by and between SAMUEL GORDON, 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 A B C GI AS herein indicated, and being the holder of -50- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of \$5,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH:- That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said Mortgagee, its successors and assigns, all those lots of ground situate, lying and being in Manhattan Beach, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known as Lots No. 22 and 23 in Section "O" as shown on a Plat filed in July, 1924, by the Upper Ashburton Realty Corporation, Incorporated, among the Land Records of Anne Arundel County, known as Plat No. 3 of Manhattan Beach.

BEING ALSO the same property which the Mortgagor acquired from Anthony J. Aquilla and Louise N. Acquilla, his wife, by LEASE of even date herewith and intended to be recorded immediately prior hereto.

AND WHEREAS, this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945, or any amendments thereto; subject, however, to the discretion of the Board of Directors.

TOGETHER with the buildings and improvements thereupon erected, made or being; and all and every the rights, roads, alleys, 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 \$25.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of \$25.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents., and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, That until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS: or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of 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; all in accordance with Article 66 of the Code of the Public General Laws of the State of Maryland.

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 commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby

covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees and commissions, but said sale may be proceeded with unless prior to the day appointed therefor legal tender be made of said principal, interest, costs, expenses, fees and commissions.

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least \$5,000.00, and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

YEST:

FRED W. KUETHE

SAMUEL GORDON

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, THAT on this 19th day of September, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Samuel Gordon, 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 foregoing mortgage, is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED W. KUETHE, Notary Public.

(NOTARIAL SEAL)

Recorded September 19th, 1950, 1:45 P.M. Liber J.H.H. No. 590, folio 113.

STATEMENT OF CLAIM.

Advanced to Mortgage Loan	\$ 5,000.00
Plus: Insurance Premium	<u>32.00</u>
	\$ 5,032.00
Interest from October 19th, 1950, to February 19, 1951	<u>150.00</u>
	\$ 5,182.00
Late fines for four months @ \$10.00 each	<u>40.00</u>
Total amount due under Mortgage	\$ 5,222.00

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION  
OF ANNE ARUNDEL COUNTY, a body corporate  
By Fred W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of February, 1951; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred W. Kuethe, 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 foregoing Statement of Claim of Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Amelia H. Tubman, Notary Public.

Filed 27 February, 1951

BOND

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 SIX THOUSAND AND NO/100 DOLLARS, (\$6,000.00) current money, to be paid to the said State or its certain

J.H.H. No. 69 EQUITY

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 21st day of March, 1951.

WHEREAS, by virtue of a power of sale contained in a mortgage from Samuel Gordon to Glen Burnie Savings and Loan Association of Anne Arundel County, bearing date on or about September 9, 1950, the said John Demyan, Jr., is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr., is about to execute said power and make sale of the property described as aforesaid in said mortgage.

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

Signed, Sealed and delivered in the presence of Virginia Merritt As to both. (CORPORATE SEAL). John Demyan, Jr., Principal, GLOBE INDEMNITY COMPANY, a body corporate, By John H. Hopkins, IV. Surety Attorney-in-Fact.

Approved this 22 Mar. 1951, John H. Hopkins, 3rd, Clerk.

Filed 22 March, 1951

MORTGAGE SALE OF VALUABLE LEASEHOLD PROPERTY

LOTS NOS. 22 AND 23 IN SECTION "O" AS SHOWN ON A PLAT FILED IN JULY, 1924, BY THE UPPER ASHBURTON REALTY CORPORATION, INCORPORATED, AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, KNOWN AS PLAT NO. 3, OF MANHATTAN BEACH.

Property located at Manhattan Beach, Third 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 Samuel Gordon to the Glen Burnie Savings and Loan Association of Anne Arundel County, dated September 19th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, folio 113 (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 APRIL 3rd, 1951 at 11 O'CLOCK, A.M.

ALL those lots of ground, situate, lying and being in Manhattan Beach, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known as Lots Nos. 22 and 23 in Section "O", as shown on a Plat filed in July, 1924 by the Upper Ashburton Realty Corporation, Incorporated among the Land Records of Anne Arundel County, known as Plat No. 3 of Manhattan Beach; and recorded in Plat Cabinet 1, Rod J, Plat No. 8.

BEING ALSO the same property which the said Samuel Gordon acquired from Anthony Aquilla and Louise Aquilla, his wife, by Lease dated September 19th, 1950; and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, Folio 110.

SAID PROPERTY SUBJECT TO A TEN DOLLAR YEARLY GROUND RENT. IMPROVEMENTS: Frame Bungalow Dwelling.

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.

Filed 10 April, 1951 John Demyan, Jr., Attorney Named in Mortgage.

CERTIFICATE OF AUCTIONEER AND AGREEMENT OF PURCHASER.

I hereby certify that I have sold at public auction, this date, 11 A.M., the property described on the reverse side hereof, to the Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate, at and for the sum of \$3,500.00; it being the highest offer made therefor, and I do further certify that said sale was fairly and openly made.

George W. Scible. Auctioneer.

April 3rd, 1951

I, John Demyan, Jr., Attorney named in the Mortgage, for the purpose of making sale of the property described on the reverse side hereof, do hereby certify that said property was sold unto GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, at and for the sum of \$3,500.00, it being the highest bidder for said property; and I do hereby certify that said property was sold for the highest bid had and further that said sale was fairly made.

John Demyan, Jr.,  
Attorney named in the Mortgage.

Filed 10 April, 1951

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 Samuel Gordon, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated September 19th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, folio 113; 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; April 3rd, 1951, at 11 o'clock A.M., and then and there sold the said property to GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, at and for the sum of Three Thousand, Five Hundred Dollars, (\$3,500.00) it being at that figure the highest bidder therefore, said property being the following:

All those lots of ground situate, lying and being in Manhattan Beach, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known as Lots No. 22 and 23 in Section "Q" as shown on a Plat filed in July, 1924 by the Upper Ashburton Realty Corporation, Incorporated, among the Land Records of Anne Arundel County known as Plat No. 3 of Manhattan Beach, in Plat Cabinet No. 1, Rod J, Plat No. 8.

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 aforesaid.

Respectfully submitted,

John Demyan, Jr., Attorney Named in Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 3rd day of April, 1951; 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 the Mortgage, and he made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

Amelia H. Tubman, Notary Public.

AUCTIONEER AND PURCHASERS' CERTIFICATES.

THIS IS TO CERTIFY THAT I have this 3rd day of April, in the year, 1951, sold the property described by said advertisement in the Third Election District of Anne Arundel County and more particularly described in a Lease recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, Folio 110, at and for the sum of Thirty Five Hundred Dollars, (\$3,500.00) to GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, it then and there being the highest bidder for said property.

George W. Scible, Auctioneer.

I HEREBY CERTIFY, that I have this 3rd day of April, in the year 1951, purchased from John Demyan, Jr., Attorney named in Mortgage, the property situated in the Third Election District of Anne Arundel County, and described in a Lease recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, Folio 110, at and for the sum of Thirty Five Hundred Dollars, (\$3,500.00) and do hereby agree to comply with the terms of sale.

(Corporate Seal)

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A body corporate,  
By Fred W. Kuethe, Agent.

Filed 10 April, 1951

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 Samuel Gordon, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated September 19th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, folio 113; 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: April 3rd, 1951, at 11 o'clock, A.M., and then there sold the said property to GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, at and for the sum of Three Thousand, Five Hundred Dollars (\$3,000.00), it being at that figure the highest bidder therefore, said property being the following:

All those lots of ground situate, lying and being in Manhattan Beach, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known as Lots No. 22 and 23 in Section "Q" as shown on a Plat filed in July, 1924 by the Upper Ashburton Realty Corporation, Incorporated, among the Land Records of Anne Arundel County known as Plat No. 3 of Manhattan Beach, in Plat Cabinet No. 1, Rod J, Plat No. 8.

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 aforesaid.

Respectfully submitted,

John Demyan, Jr.,  
Attorney named in the Mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this third day of April, 1951; 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 the Mortgage, and he made oath in due form of law that the matters and things stated in the aforesaid Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

Amelia H. Tubman, Notary Public.

CERTIFICATES OF AUCTIONEER AND PURCHASER.

Annapolis, Maryland, April 3rd, 1951.

THIS IS TO CERTIFY, that I have this 3rd day of April, in the year, 1951, sold the property described by said advertisement in the Third Election District of Anne Arundel County and more particularly described in a Lease recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, Folio 110, at and for the sum of Thirty Five Hundred Dollars (\$3,500.00) to GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, it then and there being the highest bidder for said property.

George W. Scible, Auctioneer.

I HEREBY CERTIFY, that I have this 3rd day of April, in the year, 1951, purchased from John Demyan, Jr., Attorney named in Mortgage, the property situated in the Third Election District of Anne Arundel County, and described in a Lease recorded among the Land Records of Anne Arundel County in Liber J.H.H. 590, Folio 110, at and for the sum of Thirty Five Hundred Dollars (\$3,500.00) and do hereby agree to comply with the terms of sale.

(Corporate Seal)

GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF  
ANNE ARUNDEL COUNTY, a body corporate  
By Fred. W. Kuethe, Agent.

Filed 10 April, 1951

ORDER NISI

ORDERED, this 10 day of April, 1951, That the sale of the Real Estate in these Proceedings mentioned, 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 21 day of May next; Provided, a copy of this Order be inserted in some newspaper in Anne Arundel County, once in each of three successive weeks before the 21 day of May next. The report states that the amount of sales to be \$3500.00.

John H. Hopkins, 3rd, Clerk.

True Copy, Test:

John H. Hopkins, 3rd, Clerk.

Filed 10 April, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 24, 1951

We hereby certify, that the annexed Order Nisi-Sale-Eq., 10-170-SAMUEL GORDON 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 May, 1951. The first insertion being made the

## J.H.H. No. 69 Equity

19th day of April, 1951.

No. MG 9475

THE CAPITAL-GAZETTE PRESS, INC.  
By D. B. Macey.

Filed 24 May, 1951

(FINAL ORDER)

ORDERED BY THE COURT, This 26th day of May, 1951 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 26 May, 1951

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 24, 1951. All of which is respectfully submitted.

Laura R. Jickling, Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Samuel Gordon in ac. with John Demyan, Jr. Attorney named in Mortgage Cr.

To Attorney for Fee, vis:	50.00	
To Attorney for Commissions, viz:	<u>135.00</u>	185.00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10.00	
Clerk of Court - Court costs	18.75	
Auditor - stating this account	<u>9.00</u>	37.75
To Attorney for Expenses, viz:		
Capital-Gazette Press-advertising sale	40.00	
Capital-Gazette Press-handbills & tax	12.29	
Capital-Gazette Press-order nisi (sale)	8.00	
Capital-Gazette Press- order nisi(acct)	6.00	
Globe Indemnity Co.- bond premium	24.00	
George W. Scible - auctioneer's fee	20.00	
One-half Federal revenue stamps	1.93	
One-half State revenue stamps	1.92	
Amelis H. Tubman- notary fees	<u>1.00</u>	115.14
To Attorney for Taxes, viz:		
1951 State and County taxes (\$27.44-adj.)	<u>6.97</u>	6.97
To GlenBurnie Savings & Loan Assn. of Anne Arundel County, Mortgagee-this balance on account mortgage claim	<u>3,155.14</u>	<u>3,155.14</u>
		<u>3,500.00</u>
Amount of mortgage claim	5,222.00	
Cr. Amount allowed as above	<u>3,155.14</u>	
	2,066.86	
1951 Apr. 3 Proceeds of Sale	<u>3,500.00</u>	<u>3,500.00</u>
		<u>3,500.00</u>

Filed 18 September, 1951

J. H. H. No. 69 Equity

ORDER NISI

ORDERED, This 7 day of August, 1951, 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 17 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 17 day of September next.

JOHN H. HOPKINS, 3rd,

Clerk.

Filed 7 August, 1951

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 14, 1951.

*cf*  
We hereby certify, that the annexed Order Nisi- Aud. Acct. Equity No.-10,170- Samuel Gordon, 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 September, 1951. The first insertion being made the 16th day of August, 1951.

THE CAPITAL-GAZETTE PRESS, INC.,

By Lillie L. French

No. MG E-98

Filed 14 September, 1951.

FINAL ORDER

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY:

ORDERED BY THE COURT, this 18th day of September, 1951, that the foregoing 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 18 September, 1951.

FINISHED